

**St. Andrew's Presbyterian Church, Guelph**  
**Privacy Statement**  
*Approved by the Session - November 2005*

By accessing and using this Website you are agreeing to be legally bound by the Terms of Use and our Privacy Policy.

St. Andrew's Presbyterian Church, Guelph is determined to protect your privacy. It is very important to us that you should be able to use and enjoy the Website without having to unacceptably compromise your privacy.

**Terms of Use**

Please read this carefully before using the Website (that is, any site operated by St. Andrew's Presbyterian Church). By accessing the Website, you are agreeing to be legally bound by these terms as modified from time to time ("Terms"). Any use of the Website by you after such changes are posted constitutes your agreement to these Terms as modified.

Before using the Website, it is your responsibility to read our Privacy Policy and to notify us in the manner set out in the Policy if you do not want us to collect information about you.

**Use of Website**

The Website is owned and operated by St. Andrew's Presbyterian Church. St. Andrew's Presbyterian Church, Guelph reserves the right to suspend or terminate your access to the Website at any time, with or without notice or explanation.

**Rights**

All intellectual property rights, including copyright, in the content displayed on the Website ("Content") belong to St. Andrew's Presbyterian Church, Guelph or its licensors. All rights are hereby reserved.

**Use of Content**

The Website and the Content may only be used for your personal, non-commercial use. For this purpose alone you may retrieve and display the Content on a computer screen. You may also print out, but not photocopy, one copy of individual files on paper and store files in electronic form on disc, but not on any server or any other storage device connected to a network where the pages could be accessed by other users.

Except as set out above, you agree not to download, copy, reproduce, modify, store, archive, show in public, redistribute or commercially exploit in any way any part of the Content without the prior written permission of St. Andrew's Presbyterian Church. You agree not to use the Content or the Website for any illegal or improper purpose, any purpose which might infringe the rights of others, or any action which might harass or cause inconvenience or distress to any person.

You also agree to abide by all copyright notices and restrictions attached to the Content, not to remove or alter any such notice or restriction, or alter the Content in any way.

### **License to Reproduce Content**

If you wish to re-publish, re-distribute or exploit the Content in any way you should address a request for permission to St. Andrew's Presbyterian Church, Guelph at [mailbox@standrewsguelph.com](mailto:mailbox@standrewsguelph.com). St Andrew's Presbyterian Church cannot guarantee that any such permission would be forthcoming or on what terms.

### **Links from Other Sites**

Our material must not be reproduced on a third party site without express authorization from us. Requests for material that is more extensive should be directed to [mailbox@standrewsguelph.com](mailto:mailbox@standrewsguelph.com). A third party must ensure that nothing on its own website suggests or could be understood to imply that any part of the Website is part of its own website unless the third party has obtained the prior written approval of St. Andrew's Presbyterian Church.

St. Andrew's Presbyterian Church, Guelph reserves the right to withdraw any permission without explanation or notice if in its sole judgment use of such links is excessive and/or inappropriate. St. Andrew's Presbyterian Church, Guelph also reserves the right to change the location and nature of files within the Website without explanation or notice; it is the responsibility of the third party to check and update links as necessary.

### **Limitation of Liability and Disclaimer**

St. Andrew's Presbyterian Church, Guelph obtains the Content from a wide range of sources and it includes facts, views, opinions and information likely to be of interest to users of the Website.

While all reasonable care is taken, we do not guarantee the accuracy, completeness, timeliness, performance or fitness for any particular purpose of the Content or the Website, nor do we endorse or accept any responsibility for any views, advice, recommendations or opinions expressed on the Website or any website to which we link. You should note that any contact or arrangements made between you and any third party named on the Website, or any third party website linked from it (including without limitation any website with which we have a commercial association), is at your own risk, and St. Andrew's Presbyterian Church, Guelph accepts no liability.

The Content should only be used for your general information and use and not by way of specific recommendation or advice, as every individual's circumstances are different.

Before making any decision or taking any action based in whole or in part on the Content, you should always make your own independent checks of any information that is important in making such a decision or taking such action.

St. Andrew's Presbyterian Church, Guelph does not give any warranties in respect to the content or the Website, freedom from viruses or other contamination, or that the Website is compatible with any computer systems, software and browsers.

All implied warranties or duties are excluded save if and to the extent that they may not lawfully be excluded.

St. Andrew's Presbyterian Church, Guelph shall not be liable for any claims, losses, injuries, penalties, damages, costs or expenses arising from the use of, or inability to use the Website or Content or from any action taken, or omitted to be taken, as a result of using the Website or Content, other than death or personal injury resulting from use of the Website directly caused by the negligence of St. Andrew's Presbyterian Church.

To the fullest extent allowed by applicable law, you agree that St. Andrew's Presbyterian Church, Guelph will not be liable to you and/or any third party for any consequential or incidental damages (including but not limited to lost profits, loss of privacy or for failure to fulfill any duty) or for any other indirect, special or punitive damages whatsoever that arise out of or related to the use of the Website or the Content, or to any breach of the Terms by St. Andrew's Presbyterian Church, Guelph, even if St. Andrew's Presbyterian Church, Guelph has been advised of the possibility of such damages and even in the event of fault or strict liability.

You agree that your only recovery for any damages that you incur, and your exclusive remedy, shall be limited to the direct damages (if any) you actually incur in reasonable and exclusive reliance on the Website or Content, and for which we may be held liable for by a competent court, of up to a limit of the refund of the amount you paid (if any) in relation to the particular use of the Content in total during the month in which the damage first incurred.

### **Links to Third Party Sites**

This Website contains links to other websites operated by parties who are wholly separate from St. Andrew's Presbyterian Church. Links to all third party sites are identifiable because clicking on them will display the third party's website URLs, or as otherwise signed as such by St. Andrew's Presbyterian Church. Such links are provided for your convenience, reference only, and St. Andrew's Presbyterian Church, Guelph cannot be held responsible in any way for the content, operation or availability of such websites.

## **Submission of Content to the Website**

If you submit any contribution to this Website (including without limitation any text, graphics, video or audio) you agree thereby to grant St. Andrew's Presbyterian Church, Guelph a perpetual, royalty-free, non-exclusive, right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, and exercise all copyright and publicity rights with respect to any such work worldwide and/or to incorporate it in other works in any media now known or later developed for the full term of any rights that may exist in such content. If you do not wish to grant such rights to St. Andrew's Presbyterian Church, you should not submit a contribution to the Website. By submitting your contribution to the Website, you also warrant that such contribution is your own original work and that you have the right to make it available to St. Andrew's Presbyterian Church, Guelph for all the purposes specified above, that it is not defamatory and does not infringe any law in any jurisdiction. You indemnify St. Andrew's Presbyterian Church, Guelph against all legal fees, damages and other expenses that may be incurred by St. Andrew's Presbyterian Church, Guelph as a result of your breach of the above warranty. You agree to waive any moral rights in your contribution for the purposes of its submission to and publication on the Website and the other purposes specified above.

## **Changes to these Terms**

St. Andrew's Presbyterian Church, Guelph reserves the right to make changes to any part of the Website and to add to or change these Terms or the Privacy Policy. It is your responsibility to refer to the Terms whenever you access the Website. Every time you access the Website you agree to be bound by the Terms and the Privacy Policy as varied or amended from time to time.