

# Highlands Resources Terms of Use and Privacy Policy

Updated September 26, 2023

## Acceptance of these Terms of Use

These Terms of Use (“Terms”) are our terms of service that govern our relationship between You (the “User”) and Church of the Highlands concerning the Highlands Resources website located at <https://resources.churchofthehighlands.com/> (“Site”). By using or accessing the Site, or any content on the Site, You agree to these Terms. These Terms supersede any prior agreements between You and Church of the Highlands with respect to the Site and its resources. Any failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of the listed rights or provisions.

**Please carefully read these Terms as well as the Privacy Policy that follows before You start using the Site.**

## Definitions

Highlands Resources is owned and operated by Church of the Highlands, Inc., which we’ll refer to as “Highlands” “Highlands Resources,” “us,” or “we” throughout these Terms and the Privacy Policy.

We allow use of the Site (<https://resources.churchofthehighlands.com>) by registered and approved users, which we call “Members.” Members and Users are collectively referred to in this policy as “You(r).”

“Content” means all creative works and other materials accessible on the Site or made available through Church of the Highlands staff including, but not limited to “Resources” and “Courses.”

- 1) “Courses” typically include instructional videos and links to “related content” that include written, digital, or print resources to aid Your ministry.
- 2) “Resources” typically include, but are not limited to, the following: written or video curriculum, written guides, message series notes, forms, graphics, artwork, series opener videos, checklists, manuals, handbooks, service flows, conference materials, instructional materials, templates, model documents, worksheets, discussion guides, signage, text, music, audio, data, and all intellectual property associated with any of the foregoing.

“Church” means a nonprofit 501(c)(3) organization that has the purpose of leading others to Christ.

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1. Any Video NOT labeled “Example” is available to publicly perform for Your Church congregation to advance its ministry purposes, either via video playback, in-person teaching, or to make a digital copy of the non-Example Videos to make derivative works. Otherwise, no rights are granted to sell or distribute digital copies in any manner.
2. Any Video labeled “Example” is for initial internal training purposes with Your staff only and not for public display or distribution. Once Your staff is trained, we encourage You to create Your own resources appropriate for Your context to further develop Your ministry teams.
  - o ***PLEASE NOTE: This limitation includes Freedom Videos which are intended for initial use with Your Freedom ministry launch team only. Once Your staff has completed Freedom and is trained to lead their own groups, You should develop Your own digital content based on the examples provided, while maintaining the appropriate context and integrity of the curriculum. Freedom small group videos and conference videos are NOT available for public performance. In addition, Freedom-related videos and curricula downloaded from this Site should not be re-posted publicly.***

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5. To upload the Additional Resources and derivative works to Your Church’s website, provided that streaming from Your Church’s website does not require You to extend or grant any of Your rights to a third-party public hosting service (i.e., YouTube, Facebook, Ning, etc.), ***which is expressly prohibited.*** Hosting or streaming through private services or accounts is allowed.

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4. You and Your Church may not sublicense any rights granted under these Terms.
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6. You and Your Church may not exercise any of the rights granted under these Terms in any manner that is intended for or directed toward commercial advantage or monetary compensation.
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## **Registration and Account Security**

If You choose, or are provided with, a username, password, or similar information as part of our security procedures, You agree to treat such information confidential, and agree to notify us immediately of any unauthorized access to or use of Your user name or password or any other breach of security. We have the right to disable any username, password or other identifier, whether chosen by You or provided by us, at any time if, in our opinion, You have violated any provision of these Terms.

Here are some commitments You make relating to registering and maintaining the security of Your account:

1. You will not provide any false personal information or create an account for anyone other than Yourself without permission;
2. If we disable Your account, You will not create another one without our express written permission;
3. You will not use the Site if You are under the age of 18.
4. You will keep Your contact information accurate and up-to-date; and

## **Disclosure of Your Identity and Content**

You acknowledge, consent, and agree that we may access, preserve, and disclose Your personal account information if required to do so by law or in a good faith belief that access, preservation, or disclosure is reasonably necessary to:

1. comply with the law or legal process;
2. enforce these Terms;
3. respond to claims that any Content violates the rights of third parties;
4. respond to Your requests for customer service; and/or
5. protect our rights, property, or personal safety, our Users and the public.

## **Legal Terms**

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The Site and the Content are provided to You free of charge and are therefore provided on an “AS IS” BASIS WITHOUT ANY CONDITIONS OF ANY KIND, EITHER EXPRESS OR

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Church of the Highlands may only waive its rights under these Terms in writing. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect.

You agree that, except as otherwise expressly provided within these Terms, there shall be no third-party beneficiaries to this agreement.

Except where prohibited by law, in no event will we be liable to You for any direct, indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if we have been advised of the possibility of such damages.

You agree that any violation by You of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to us, for which monetary damages would be inadequate, and You consent to us obtaining any injunctive or equitable relief that we deem necessary or appropriate in these circumstances. These remedies are in addition to any other remedies we may have at law or in equity.

## **Indemnity**

You agree to indemnify and hold Church of the Highlands, our pastors, staff, overseers, elders, directors, employees, agents, subsidiaries and affiliates (collectively "Indemnified Parties"), harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against the Indemnified Parties by any third party due to or arising out of or in connection with Your use of the Site or Content AND also Your breach of this license or use of the Content.

## **Geographic Restrictions**

Church of the Highlands is based in the state of Alabama in the United States. We make no claims that the Site or any of its Content is accessible or appropriate outside of the United States. Access to the Site or Content may not be legal by certain persons or in certain countries. If You access the Site from outside the United States, You do so on Your own initiative and are responsible for compliance with local laws, and You consent to having Your personal data transferred to and processed in the United States.

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## Privacy Policy

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We use data that we collect about You or that You provide to us, including any personal information, as follows:

1. To provide You with Highlands Resources, and any other information or services that You request from us;
2. To contact You through our third-party communication vendor;
3. To carry out our obligations and enforce our rights under this Privacy Policy and our Terms of Use;
4. To provide, improve, and personalize the Site;
5. To gather aggregated data in order to examine Site use and trends for research and development;
6. With contractors, service providers and other third parties we use solely to support our mission (such as cloud hosting, maintenance, analysis, audit, fraud detection, communication, and development);
7. In any other way we may describe when You provide the information (ex., displaying written public reviews of the Site);
8. To share with GrowLeader so that they can communicate with You about upcoming opportunities, events, or publications they may offer; and
9. To extend ministry opportunities and information to You from Church of the Highlands and its staff; and
10. To fulfill any other purpose with Your consent.

Your ability to access Highlands Resources is not contingent on You providing us with Your personal information, and You may decline to submit personal information to us, however, that may prohibit us from providing You Site access, certain Highlands Resources content, and/or functionality.

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**Your Communications Directly To Us.** We collect information about You when You send, receive, or engage with messages with us. We retain those communications to process Your inquiries, respond to Your requests, and improve our services.

**Outside Links.** This Privacy Policy applies only to sites and apps that are owned and operated by Highlands Resources. Please keep in mind that the Site may contain links to other websites or apps. You are responsible for reviewing the privacy statements and policies of those other websites You choose to link to or from Highlands Resources or the Site. We are not responsible for the privacy statements, policies or content of other websites or apps, including websites You link to or from the Site.

**Your Rights.** For personal data that we have about You, You have the following rights:

- **Deletion:** You may ask us to erase or delete all or some of Your personal data. Please note that doing so may limit Your ability to use certain functionality of the Site. Please note that an email address is required to have a Site account.
- **Correction/Modification:** You may edit some of Your personal data through Your account or ask us to change, update, or fix Your data in certain cases, including if it’s inaccurate.
- **Object to, or Limit or Restrict, Use of Data:** You can ask us to stop using all or some of Your personal data (for example, if we have no legal right to keep using it) or to limit our use of it (for example, if Your personal data is inaccurate or unlawfully held).
- **Right to Access and/or Take Your Data:** You can ask us for a copy of Your personal data You provided to us.

To make these or any other requests with respect to Your personal information, You may send us an e-mail to [resources@churchofthehighlands.com](mailto:resources@churchofthehighlands.com). We may decline to process requests if we cannot verify the requestor's identity, if we believe the change would violate any law or legal requirement or cause the information to be incorrect, or for a similar legitimate purpose. If You choose to close Your account or ask that we modify or delete some or all of Your personal information, we will retain Your personal data if reasonably necessary to comply with our legal obligations, meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse, enforce our Terms of Use or fulfill any others requests from You (for example, to opt-out of further messages or for a copy of Your data).

## **Notice to California Residents – California Privacy Rights**

If You are a California resident and have provided us with personal information, California law requires that we provide You with a summary of Your privacy rights under the California Online Privacy Protection Act (the “Act”) and the California Business and Professions Code. As required by the Act, we will provide You with the categories of personally identifiable information that we collect through the Site and the categories of third-party persons or entities with whom such personally identifiable information may be shared for direct marketing purposes

at Your request. California law requires us to inform You, at Your request, (1) the categories of personally identifiable information we collect and what third parties we share that information with; (2) the names and addresses of those third parties; and (3) examples of the products marketed by those companies. The Act further requires us to allow You to control who we can and cannot share that information with. To obtain this information, please send a [resources@churchofthehighlands.com](mailto:resources@churchofthehighlands.com) and include the phrase “California Privacy Request” in the subject line. When contacting us, please indicate Your name, address, email address, and what personally identifiable information You do not want us to share with third parties. Please allow thirty (30) days for a response.

## **Security and Protection**

We implement industry-standard security safeguards designed to protect Your data. These include using encryption for Your data while it is being transmitted between Your device or browser and our servers. However, given the nature of communications and information technology, and that the use of the internet has inherent risks, although we regularly monitor for possible vulnerabilities and attack, we cannot warrant or guarantee that information provided to us through the Site or stored in our systems or otherwise will be absolutely free from unauthorized intrusion by others, nor can we warrant or guarantee that such data may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

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## **Changes to Our Privacy Policy or Terms of Use**

We may update our Privacy Policy or the Terms of Use outlined above to reflect changes in our practices at our discretion. Any changes are effective when we post them. Your continued use of the Site following the posting of revised Terms means that You accept and agree to the changes.



We will post any changes to our Privacy Policy or Terms on this page. If we make material changes to how we treat our users' personal information, we will provide a notice that the Privacy Policy has been updated. The date the Privacy Policy and Terms were last modified is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for You, and for periodically visiting this Privacy Policy and the Terms of Use to check for any changes.

## **Contact Information**

To ask questions or comment about these Terms of Use or the Privacy Policy, You may contact us via email at [resources@churchofthehighlands.com](mailto:resources@churchofthehighlands.com).