

TERMS OF USE

These Terms of Use constitute a legally binding agreement between you, the person accessing or using the Site and any person helping you access or use this Site (collectively, “**you**” or “**your**”), and the Mother of Perpetual Help Catholic Parish (the “**Parish**”) concerning your access and use of this website, <http://www.dmhcg.org> (the “**Site**”). You and Parish are sometimes referred to herein each as a “**Party**” and collectively as the “**Parties**”.

Carefully read each and every term and condition of this Policy in its entirety.

By accessing or using the Site, you are automatically accepting and agreeing to the most-recent version of this Agreement, as well as the most-recent version of the Site’s **Privacy Policy**, and your continuing access or use of the Site reaffirms your acceptance and agreement in each instance.

Parish may supplement, amend, or otherwise modify this Agreement at any time without notice to you. Such supplements, amendments and other modifications will be posted on this or a similar page of the Site, and shall be deemed effective as of their stated effective date. It is your responsibility to carefully review this Agreement each time you access or use the Site.

1. Privacy.

Parish respects your privacy and the use and protection of your personal information. Parish’s policies concerning the collection and use of your personal information in connection with the Site are set forth in the Site’s **Privacy Policy**. Carefully review the Site’s **Privacy Policy** each time you access or use the Site.

2. Proprietary Rights.

2.1. Site Ownership. The Site and all elements and derivatives thereof (including, without limitation, all information, content, source codes, object codes, designs, text, scripts, graphics, images, audio, and video), as well as all copyrights, trademarks, trade dress, patents, patentable subject matter, trade secrets, and confidential information of the foregoing, are owned or licensed by Parish, or are permissibly used by Parish. In no event shall you have or retain any rights, titles, or interests in or to the foregoing other than those limited rights expressly granted to you under these Terms of Use. No rights or permissions granted to you under these Terms of Use are coupled with an interest.

2.2. Trademarks. The trademarks (including, without limitation, the trademarks, service marks, trade names, trade dress, and logos) found on the Site are owned or licensed by Parish, or are permissibly used by Parish. In no event shall you have or retain any rights,

titles or interests in or to those trademarks. You are prohibited from making any use of those trademarks (including, without limitation, use as meta tags on other websites, and use in any manner likely to cause confusion, disparagement, or dilution of those trademarks).

2.3. Reservation of Rights. Nothing in these Terms of Use shall restrict or limit any of Parish's rights, titles, or interests in or to the Site or any elements or derivatives thereof.

3. Site Access and Use.

3.1. Limited License. Subject to these Terms of Use, Parish grants you a limited, personal, freely revocable, non-transferable, non-sub-licensable, and non-exclusive license to access the Site; to view the information and content found on the Site; and to use the features found on the Site as directed, provided that you are eligible to use such features. Your unauthorized use of the Site or any breach of these Terms of Use automatically terminates this license.

3.2. Unauthorized Conduct. You shall not engage in, encourage, or incite any of the following conduct in connection with the Site, regardless of whether you are aware or unaware of such conduct: (a) impersonate any person or entity; (b) use, download, copy, reproduce, modify, adapt, publish, translate, create derivative works from, transmit, distribute, perform, display, or otherwise exploit the Site or any content found thereon in a manner contrary to these Terms of Use; (c) engage in activities which involve or concern decryption, security bypassing, computer, software or network hacking, data mining, harvesting of client or personal information, reverse engineering, copying, or the like; (d) gain or attempt to gain unauthorized access to computer systems, networks, information or materials through the Site; (e) use the Site or the Site's features or servers in any manner with the intent to interrupt, damage, disable, overburden, or impair the Site or the Site's features or servers, including, without limitation and by way of example only, sending mass unsolicited messages, "flooding" the Site's features or servers with requests, or uploading software codes or programs (malicious or otherwise) to the Site; or (f) use the Site or the Site's features in violation of any international, federal, state, or local law.

3.3. Access and Interference. The following practices are strictly prohibited: (a) the systematic retrieval of any information or content found on the Site to directly or indirectly create or compile, in whole or in part, a collection, compilation, database, or directory; (b) the use of a software, code program, process, device, application or routine (including, without limitation and by way of example only, robots, scrapers, spiders, viruses, spyware, and malware) used to monitor, copy, disrupt, interfere with, or impermissibly access, in whole or in part, the Site or any information or content found thereon; (c) "screen scraping", "database scraping", or any other practice or activity that serves to obtain data or other information about the Site, the Site's users or Parish; (d) framing or the use of framing techniques to enclose any information, content, copyrightable material, patentable material, trademark, trade dress or other properties of Parish; (e) the use of meta tags or any other

“hidden text” utilizing Parish’s trademarks; (f) the use of any software, program, process, device, application or routine (including, without limitation and by way of example only, robots, scrapers, spiders, viruses, spyware, and malware) to bypass or circumvent any security measure which Parish may utilize in connection with the Site or any information or content found thereon, or to impermissibly monitor, copy, disrupt, interfere with or access the Site or any information or content found thereon; and (g) any act that will overload, unreasonably disrupt, or unreasonably interfere with the infrastructure of the Site or the Site’s features or servers.

4. Mobile Applications.

Certain portions of the Site or its features may be configured for, and Parish may offer the Site and/or its features through, mobile devices, mobile websites, and/or mobile applications (collectively, “**Mobile Media**”). These Terms of Use shall apply with equal force and measure to your access and use of the Site through Mobile Media. If you access or use the Site through Mobile Media, then, subject to the Site’s [Privacy Policy](#), you hereby acknowledge and agree that information about your use of the Site through a mobile device (*e.g.*, iPhone, iPad) and/or a mobile device carrier (*e.g.*, Verizon, AT&T) (such as, by way of example only, the identity of the mobile device, and/or the mobile device carrier) may be communicated to Parish; and that you accept responsibility for all mobile device and carrier fees, rates, and charges that may apply, if any.

5. Term; Termination; Survival.

These Terms of Use shall remain in effect in perpetuity, unless earlier terminated by Parish. Parish may terminate your use of the Site at any time, for any or no reason, and without notice to you. Upon the termination of these Terms of Use, all rights granted to you under these Terms of Use shall automatically revert back to Parish, and all representations, warranties, covenants, certifications, indemnifications, and promises made by you under these Terms of Use shall survive in perpetuity.

6. Site Discontinuation.

Parish shall have the right in its sole discretion to discontinue the Site and any portions thereof as Parish deems advisable and without notice to you. Parish shall not be liable to you or any third party(s) for any loss or damage that is caused by or arises from or in connection with any such discontinuation (including, without limitation and by way of example only, monetary damages, disruption in service, and loss of content).

7. Links to Other Sites.

The Site may contain links to third-party websites (each a “**Linked Site**”, and collectively the “**Linked Sites**”). The Linked Sites are not under the control of Parish. The Site contains these links only as a convenience to you. Parish is not responsible for any information, content, goods, services, promotions, advertisements, programs, codes, or other items which may be found on or excluded from the Linked Sites (including, without limitation and by way of example only, malicious software, spyware programs, inaccurate information, and illegal content).

Parish cannot make any representations or warranties, and does not make any representations or warranties (express, implied, or otherwise), concerning the terms of use, privacy policies, information, content, goods, services, promotions, advertisements, programs, codes, or other items which may be found on or excluded from the Linked Sites; nor shall the fact that the Site links to a Linked Site constitute an affiliation with, association with, or endorsement of that Linked Site or any information, content, goods, services, promotions, advertisements, programs, codes, or other items which may be found on or excluded from that Linked Site. If you decide to access a Linked Site, then you do so at your own risk.

8. User Content.

Parish welcomes your reviews, comments, feedback, suggestions, ideas and other communications, submissions, statements, or other content that you submit through or to the Site (“**User Content**”). User Content will be non-confidential and Parish shall have no obligations to you, contractual or otherwise. Parish does not control or endorse the content, messages or information found in User Content. You agree Parish has no liability with regard to User Content. User Content must comply with the following terms and conditions:

8.1. Representations, Warranties, and Covenants; Indemnification. You represent, warrant, and covenant to Parish that: (a) you are the exclusive owner of all rights, titles, and interests in and to the User Content (including, without limitation, all copyrights, trademarks, rights of publicity, and rights of privacy); (b) the User Content is wholly original to you; (c) all statements contained in the User Content are and will be accurate, truthful, and complete; (d) the User Content does not and will not infringe upon or otherwise violate the proprietary, publicity, or privacy rights of any person or entity; (e) the User Content does not and will not defame, disparage, embarrass, or disclose confidential, private, or personal information about or belonging to any person or entity; (f) nothing contained in the User Content is or will be, or contains or will contain links to material that is, profane, indecent, obscene, threatening, abusive, illegal, false, misleading, or any form of spam, malware, virus, bug, bot, spyware, or other malicious or tracking technology; (g) Parish is not required to seek the permission of or compensate any third party(s) to exercise any of the rights granted under these Terms of Use with respect to the User Content; (g) the User Content does not violate any applicable local, state, national or international law; and

(h) no obligation, disability, agreement, or adverse claim exists that may restrict your performance or grant of rights under these Terms of Use with respect to the User Content.

8.2. Grant of Rights. You hereby grant Parish the non-exclusive, irrevocable, unencumbered, transferable, sub-licensable, royalty-free, fully paid, perpetual, and universe-wide license to host, store, reproduce, transmit, distribute, sell, resell, license, sublicense, market, modify, adapt, create derivative works, communicate, publish, syndicate, publicly perform, publicly display, or otherwise use or exploit the User Content, and any portions thereof as Parish sees fit in connection with the Site, Parish's products, Parish's services, and the marketing of any of the foregoing in any manner, medium, or form, whether now known or hereinafter devised. You also hereby grant Parish the non-exclusive, irrevocable, unencumbered, transferable, sub-licensable, royalty-free, fully paid, perpetual, and universe-wide license to use your name and likeness in connection with the any aforementioned licensed uses of the User Content as Parish sees fit. You understand, acknowledge, and agree that Parish has no obligation to make any use of the rights granted by you under said licenses or to provide any attribution to you if Parish makes any use of such rights.

8.3. Ownership of Rights. You acknowledge and agree that Parish is the exclusive owner of all rights, titles, and interests in and to any works (including, without limitation, original works, derivative works, and compilations) created by or at the direction of Parish that make use of the User Content, or any portions thereof. You also understand, acknowledge, and agree that Parish has no obligation to create or direct the creation of any such works.

8.4. Release of Claims. You hereby release Parish and any of its parishes or other affiliated civil or canonical entities and their respective officers, employees, agents, representatives, volunteers, assigns, transferee, and licensees, including without limitation the Bishop of Dallas (collectively "Affiliated Parties") from and against all claims that you have or may have against them for infringement, violation of the rights of privacy or publicity, defamation, disparagement, personal injury, property damages, negligence, or any other legal theory arising from or in connection with the User Content or any elements or derivatives thereof. Further, you waive your right to, and in no event shall you seek to, enjoin the Site or any exercise of the rights or privileges granted or conveyed by you under these Terms of Use with respect to the User Content or any elements or derivatives thereof.

8.5. Warning; Disclaimer. Please note that if you submit your name or any other personal information along with any User Content that you submit to or through the Site, then that personal information might become public information. Thus Parish and Affiliated Parties are not responsible for, and expressly disclaim any liability arising from or in connection with, the use or disclosure of any personal information that you voluntarily disclose in connection with your submission of any User Content to or through the Site.

9. Disputes with Others / Release.

We reserve the right, but have no obligation, to monitor and/or manage disputes between you and other users of the Site. If you have a dispute with other users, you release Parish and Affiliated Parties and hereby agree to indemnify Parish and Affiliated Parties from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

10. Your Representations and Warranties.

You represent, warrant and covenant to Parish that: (a) you are a natural person; (b) you have read these Terms of Use in their entirety; (c) you have the full right and authority to enter into and abide by the terms and conditions of these Terms of Use; (d) you understand and acknowledge that by accepting these Terms of Use you are giving up certain legal rights and remedies; (e) you voluntarily accept and agree to the terms and conditions of these Terms of Use; and (f) you will not violate any applicable international, federal, state, or local laws, which may concern the Site or any information or content found thereon.

11. Disclaimers / No Warranties.

You expressly understand and agree that:

11.1. General Disclaimer. Your access and use of the Site in any way is done at your own risk. The Site and all information, content, products, and services offered, sold, and/or licensed through the Site are provided on an “as is”, “where is”, “as available”, and “with all faults” basis. Parish and Affiliated Parties do not make, nor have they made, any representations or warranties of any kind or nature (whether direct or indirect, oral or written, or express or implied) to you with respect to the Site or any such information, content, products, or services. Parish and Affiliated Parties expressly disclaim any and all express warranties, implied warranties (including, without limitation, implied warranties of merchantability, fitness for a particular purpose, good faith and fair dealing, title, non-infringement, quality, accuracy, and performance), and warranties arising from conduct, course of dealing, custom, and usage in trade with respect to the Site and such information, content, products, and services. Parish and Affiliated Parties have made no affirmation of fact or promise relating to the Site or any such information, content, products or services that has become any basis of this bargain. There are no warranties (express, implied or otherwise) that extend beyond the face of these Terms of Use.

11.2 Disclaimer About Certain Information or Content. Any opinions, advice, statements, offers, sales, coupons or other information or content found on the Site are those of their respective authors and not of Parish, and should not necessarily be relied upon. Such authors are solely responsible for the accuracy of such information or content. Parish does not guarantee, adopt or endorse the accuracy, completeness, reliability, or usefulness of any such information or content. Parish is not responsible for the accuracy, completeness, reliability, or usefulness of any such information or content. Under no circumstances shall Parish be liable to you or any third parties for any loss or damage caused by or arising from or in connection with your reliance on any such information or content.

11.3 Disclaimer About Products and Services. All descriptions, images, references, features, content, specifications, products, and prices of any products or services offered through the Site are subject to change at any time and without notice to you. Certain weights, measures, and other descriptions are approximate and are provided for convenience purposes only. The inclusion of any products or services on the Site does not imply or warrant that they will be available. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the receipt, possession, use, and sale of any product or service ordered or purchased through the Site. Parish reserves the right, with or without prior notice to you, to do any one or more of the following: (i) limit the available quantity of or discontinue any product or service; (ii) impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion; (iii) bar you from making or completing any transactions through the Site; and (iv) refuse to provide you with any product or service.

12. Limitation of Liability.

You expressly understand and agree that in no event shall Parish or Affiliated Parties be held liable to (or be obligated to indemnify) you or any third party for any direct, indirect, incidental, consequential, punitive, special or exemplary damages including, without limitation, legal costs, attorney fees, lost profits, replacement costs, repair costs, goodwill, loss of use or data, or other intangible losses (even if they have been advised of the possibility of such damages), including without limitation damages caused by or arising from or in connection with or relating to: (a) your access, inability to access, use, or inability to use the Site; (b) the unauthorized access to or alteration of your information; (c) any statements, content or conduct of any third party on the Site; (d) any hacking, denial of service attacks, data security breaches, or other third-party conduct that may lead to a compromise of your personal information or damage to your computer(s), software program(s), software file(s), or Mobile Media; (e) any transmission, download, or infection of any software, program, process, device, application, or routine (including, without limitation and by way of example only, robots, scrapers, spiders, viruses, spyware, and malware) that may lead to a compromise of your personal information or damage to your computer(s), software program(s), software file(s), or Mobile Media; or (f) the fact that you have relied on any information or content found on the Site. If you are dissatisfied with the

Site or any information or content found thereon, then your sole and exclusive remedy is to discontinue your access and use of the Site.

13. Indemnity.

You hereby agree to indemnify, release and hold harmless Parish and Affiliated Parties from and against any and all liabilities, claims, suits, demands, actions, judgments, losses, damages, fines, penalties and expenses (including costs and reasonable attorneys' fees), whether grounded in contract, tort, statute, law or equity (including without limitation claims based upon negligence) incurred by such indemnitees, or asserted against such indemnitees by third parties, caused by or arising from or in connection with or relating to any breach of the representations, warranties, covenants, certifications, indemnifications, and/or promises made by you under these Terms of Use, your use of the Site, inability to use the Site, the materials the Site Contains, any Linked Sites, any alleged violation of the Terms of Use, any alleged violation of the rights of a third party, and any alleged violation of privacy.

14. Choice of Law, Venue and Dispute Resolution.

The laws of the state of Texas, without application of conflict of law provisions, will apply to these Terms of Use, the Site's **Privacy Policy**, and all disputes, controversies, and claims caused by or arising from or in connection with or relating to these Terms of Use, the Site's **Privacy Policy**

, and/or the Parties' relationship (whether grounded in contract, tort, statute, law, or equity).

All disputes, controversies, and claims caused by or arising from or in connection with or relating to these Terms of Use, the Site's **Privacy Policy**, and/or the Parties' relationship (whether grounded in contract, tort, statute, law, or equity) will be litigated exclusively in the federal or state courts of Dallas County, Texas. The Parties irrevocably consent to personal jurisdiction in Dallas County, Texas and hereby waive any challenge to venue and personal jurisdiction they may have to a lawsuit filed in a state or federal court in Dallas County, Texas. The Terms of Use is fully performable in Dallas County, Texas.

Any dispute, controversy or claim must be raised within one (1) year after the date it arose. Failure to provide the written documentation within this timeframe will render all such disputes, controversies and claims null and void.

You further agree not to join in any lawsuit with another person or serve as a class representative of any class action lawsuit against Parish or Affiliated Parties.

15. Digital Millennium Copyright Act

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (the “DMCA”). Please be aware that, in order to be effective, your notice of claim must comply with the detailed requirements set forth in the DMCA. You are encouraged to review them (see **17 U.S.C. § 512(c)(3)**) before sending your claim.

You may notify us of alleged infringement of intellectual property rights by contacting at:

Mail: Mother of Perpetual Help Catholic Parish
2121 W Apollo Rd
Garland, TX 75044

Phone: 972-414-7073

Email: dmhcggarland@dmhcg.org

Upon receipt of notice of claimed infringement, we will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content at issue.

Please do not send any other communications to Parish administrator, who is appointed solely for the purposes of receiving notices of copyright claims under the DMCA.

16. Export Controls

You agree to comply with all U.S. and foreign export laws. You represent and warrant that (i) you are not located in any country to which the United States has embargoed goods or has designated as a terrorist supporting country; and (ii) you are not listed on any United States list of prohibited parties.

17. General

17.1. No Relationship. In no event shall these Terms of Use, or the performance of a Party's rights or obligations under these Terms of Use, create any type of fiduciary, franchise, agency, employment, independent contractor, partnership, or joint venture relationship between the Parties.

17.2. Excused Performance. Parish will be excused for any failure to perform under these Terms of Use to the extent that its performance is prevented by any reason outside of its reasonable control or that may be characterized as a force majeure event.

17.3. Assignment and Delegation. Parish may freely assign and delegate its rights and obligations under these Terms of Use and without notice to you. You shall not assign or delegate any of your rights or obligations under these Terms of Use without Parish's prior written consent.

17.4. Headings. Headings are inserted in these Terms of Use for reference and convenience only and shall not interpret, define, limit, or describe the scope, intent, terms or conditions of these Terms of Use.

17.5. Severability. If any term or condition of these Terms of Use is deemed invalid or unenforceable by a court of law with binding authority, then the remaining terms and conditions shall not be affected, and the court shall reform the invalidated or unenforceable term or condition to the maximum extent permitted under the law and consistent with the original intent of these Terms of Use.

17.6. Entire Agreement. These Terms of Use, together with the Site's **Privacy Policy**, constitutes the entire agreement and understanding between the Parties with respect to your access to and use of the Site, and supersedes any prior agreements and understandings between the Parties with respect to such subject matter. These Terms of Use, together with the Site's **Privacy Policy**, shall inure to the benefit of and be binding upon the Parties and their respective affiliates, successors, devisees, heirs, assigns, and transferees.

18. Contact Us

If you have a comment, question or request, or if you need to contact Parish for any other reason, please email us at dmhegggarland@gmail.com.

19. Effective Date

The effective date of these Terms of Use is November 25, 2020.

Refund Policy

No refunds on all donations.