

Effective Date: April 6, 2015

Terms of Use Agreement

These terms of use, as amended from time to time (“Terms”), are a binding contract between Frederick K.C. Price III Christian Schools (“FKCPIII,” “Company,” “we,” or “us”) and (“you”). You must read and agree to these terms, including the Privacy Policy, before using Frederick K.C. Price III Christian Schools’ website (“website”). By using the website, you agree to these terms. If you do not agree to these terms, do not use the website.

Notice Regarding Dispute Resolution: These Terms of Use contain provisions that govern how claims you and we may have against each other are resolved (see section 8 below), including an agreement and obligation to arbitrate disputes, which will, subject to limited exceptions, require you to submit claims you have against us to binding arbitration, unless you opt-out in accordance with section 8.3(e). Unless you opt-out of arbitration: (a) you will only be permitted to pursue claims against us on an individual basis, not as part of any class or representative action or proceeding and (b) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

1. DESCRIPTION OF WEBSITE; ELIGIBILITY

1.1 Description of Website. Our website grants you the ability to communicate with Frederick K.C. Price III Christian Schools. Our goal is to provide quality education based on Christian values.

1.2 Eligibility. By using the website, you agree to act responsibly, treat other users with respect, and that your use does not violate applicable laws or regulations.

2. MODIFICATIONS TO TERMS

2.1 Procedure. At any time Frederick K.C. Price III Christian Schools may change these Terms, which includes the Privacy Policy and Children’s Online Privacy and Protection Act Policy and any other agreement that is incorporated by reference into these Terms. We will provide notice to you of any material change in the Terms by posting a notice to the Site and requiring that you first click on a button indicating that you agree to the Terms, before using the Website. Anytime that you click on the button to access Frederick K.C. Price III Christian Schools’ Website, it will constitute that you have agreed to be bound by our Terms and you agree to be bound by our amended Agreement.

2.2 Your Obligation to Stay Current. It is critical that you keep your email contact information correct and updated with us at all times. In addition, we encourage you to check back regularly to review these Terms at least once every thirty days.

3. MODIFICATIONS TO SERVICE. We reserve the right to modify or discontinue,

and restrict or block access to the Website without notice to you. We may modify or remove any Content from the Website at any time without notice to you.

4. POSTING CONTENT ON THE WEBSITE; REPRESENTATIONS AND WARRANTIES

4.1 Content protected by Intellectual Property Rights. Any content available through the website, including text, video, audio, pictures, graphics, images, likenesses, personal information and other works of authorship (collectively, “Content”) is protected by the intellectual property rights of Frederick K.C. Price III Christian Schools or its licensors.

4.2 Your Warranties Regarding Your Content. By displaying or publishing (“posting”) any of your own Content on the Website, you warrant and represent that:

- (a) you own all rights in your Content or, alternatively, you have sufficient rights in your Content to grant Frederick K.C. Price III Christian Schools the rights described in these Terms;
- (b) you will pay all license fees, clearance fees, and other financial obligations of any kind, arising from any use of your Content;
- (c) you are the individual pictured, depicted, and/or heard in your Content or you have obtained permission from each person (including consent from parents or guardians for anyone under the age of eighteen (18)) who appears and/or is heard in your Content to grant the rights to Frederick K.C. Price III Christian Schools described in these Terms; and
- (d) your Content is not defamatory, does not infringe the Intellectual Property rights, privacy, rights to publicity or any other legal or moral rights of any third party.

5. OWNERSHIP OF RIGHTS; LICENSE RIGHTS; USER SUBMISSIONS

5.1 Ownership of Your Content. You retain ownership of your rights in any Content you post to the Website, subject to the non-exclusive rights that you grant to us as described in these Terms. This paragraph applies only to the content that you enter while using the Website.

5.2 Your License to Frederick K.C. Price III Christian Schools. You hereby grant Frederick K.C. Price III Christian Schools a worldwide, royalty-free, freely transferable, freely licensable sublicensable (through unlimited levels of sublicense), non-exclusive license to use, reproduce, modify, transmit, distribute, publicly perform and display (including in each case by means of a digital audio transmission), advertise in, on, and around, and create derivative works of the Content, in any form, media, or technology now known or later developed. You also hereby waive any moral rights you may have in such Content under the laws of any jurisdiction. We may (but are not obligated to) display your Content, including your username and your actual name (according to the preferences you select).

5.3 Your Right to Terminate the License. You may remove or modify Content that you post on the Site. If, prior to such removal or modification, FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS has distributed, or developed specific plans to distribute, any electronic, printed, or other materials containing such Content (e.g., in advertising, promotion or otherwise), then FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS has a limited right to continue to distribute those materials. If you want FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS to stop distributing the materials, simply send us written notice to stop distributing such materials, in which event we will stop distributing the materials within thirty (30) days. Your notice must be signed by you, include your telephone number and email address, and be sent by first class mail, postage prepaid, to Frederick K.C. Price III Christian Schools 7901 South Vermont Avenue Los Angeles, CA 90044, Attn: Copyright Agent. In addition, the notice must clearly identify the Content at issue, describe the specific use of the Content you wish to end, and contain statements that you own or have an exclusive right to the Content and that all the information in the notice is true and correct. The thirty-day period for FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS to stop distributing your Content begins only once FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS has received a notice complying with the requirements of this Section 5.3.

6. PROHIBITED CONTENT. While using the Website, you must not post any Content that, as reasonably determined by FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS, is or appears to be:

- (a) untrue, misleading, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive to another person's privacy or protected data, hateful, or racially or otherwise objectionable;
- (b) infringing upon a third party's intellectual property rights, including any patent, trademark, trade secret, copyright, right of publicity, including any Content that is the subject of any claim of infringement;
- (c) of a type that you do not have a right to transmit under any law or under contractual or fiduciary relationships, such as proprietary and confidential information;
- (d) unsolicited, undisclosed or unauthorized advertising;
- (e) software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- (f) data or information obtained through access that was not authorized by the owner, or that you are not authorized to post; or
- (g) in violation of any applicable local, state, national or international law (including export laws).

7. PROHIBITED CONDUCT; LIQUIDATED DAMAGES FOR SPAM

7.1 Prohibited Conduct. You must not do, or attempt to do, any of the following, as reasonably determined by FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS, subject to applicable law:

(a) access or use the Website in any way that is not in compliance with any applicable local, state, national or international law (including export laws), contracts, intellectual property rights or constitutes the commission of a tort, or for any purpose that is harmful or unintended (by us), or other than in full compliance with these Terms;

(b) access, tamper with, or use services or areas of the Website that you are not authorized to access;

(c) alter information on or obtained from the Website;

(d) tamper with postings, registration information, profiles, submissions or Content belonging to FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS or other users of FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS;

(e) Use any robot, spider, scraper or other automated means or interface not provided by us to access the Website or extract data or gather or use information, such as email addresses, available from the Website or transmit any unsolicited advertising, “junk mail,” “spam,” or “chain letters”;

(f) frame any part of the Website, or link to the Website, or otherwise make it look like you have a relationship to us or that we have endorsed you or your Content for any purpose except as expressly permitted in writing by FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS;

(g) impersonate or misrepresent your affiliation with any person or entity;

(h) reverse engineer any licensed software, application, games or any other aspect of the Website or do anything that might discover source code, or bypass circumvent measures employed to prevent or limit access to any area, content or code of the Website;

(i) send to or otherwise impact us or the Website (or anything or anyone else) with harmful, illegal, deceptive or disruptive code such as a virus, “spyware,” “adware” or other code that could adversely impact the Website or any recipient; or

(j) take any action which imposes a significant burden (as determined by us) on the Website’s infrastructure or computer systems, or otherwise interfere with the ordinary operation of the Website.

7.2 Liquidated Damages. IF YOU SEND UNSOLICITED COMMERCIAL ELECTRONIC MAIL (“EMAIL”) OR ADVERTISING, BULK EMAIL, SPAM, OR

CHAIN LETTERS (COLLECTIVELY, “UNSOLICITED EMAIL OR OTHER COMMUNICATION”) THROUGH THE WEBSITE, YOU ACKNOWLEDGE THAT YOU WILL HAVE CAUSED SUBSTANTIAL HARM TO FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS, BUT THAT THE AMOUNT OF THE HARM WOULD BE EXTREMELY DIFFICULT TO ASCERTAIN. AS A REASONABLE ESTIMATION OF SUCH HARM, YOU WILL PAY LICENSOR \$40 FOR EACH UNSOLICITED EMAIL OR OTHER COMMUNICATION.

8. MONITORING OF SERVICE CONTENT; RESOLUTION OF DISPUTES

8.1 No Duty to Monitor. We are under no obligation to restrict or monitor Website Content in any way. FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS DOES NOT REGULARLY MONITOR THE ACCURACY OR RELIABILITY OF CONTENT. However, we reserve the right to modify or remove any Content at any time. Any opinions, advice, statements, services, offers, or other information or Content expressed or made available by third parties, including other users, are those of the respective author(s) and not of FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS. FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Website.

8.2 Arbitration and Dispute Resolution Agreement

Please Read This Following Clause Carefully – It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court

(a) **Initial Dispute Resolution.** Please direct inquiries to Alan Evans. He is available by phone at (323) 758-3777 or email at almevans@faithdome.org to address any concerns you may have regarding your use of the Website. Most concerns may be quickly resolved in this manner. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations, which shall be a precondition to either party initiating a lawsuit or arbitration.

(b) **Agreement to Binding Arbitration.** If the parties do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to section 8.2(a) above, then either party may initiate binding arbitration. All claims arising out of or relating to this agreement (including formation, performance and breach), the parties’ relationship with each other and/or your use of the Site shall be finally settled by binding arbitration administered by the American Arbitration Association on a confidential basis in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the American Arbitration Association (the “AAA”), excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this agreement, including, but not limited to any claim that all or any part of this agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be

available in a court under law or equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of this agreement shall be governed by the Federal Arbitration Act.

THE AAA'S RULES GOVERNING THE ARBITRATION MAY BE ACCESSED AT WWW.ADR.ORG OR BY CALLING THE AAA AT 1.800.778.7879. TO THE EXTENT THE FILING FEE FOR THE ARBITRATION EXCEEDS THE COST OF FILING A LAWSUIT, WE WILL PAY THE ADDITIONAL COST. A REQUEST FOR PAYMENT OF FEES SHOULD BE SUBMITTED TO AAA ALONG WITH YOUR FORM FOR INITIATING THE ARBITRATION, AND WE WILL MAKE ARRANGEMENTS TO PAY ALL NECESSARY FEES DIRECTLY TO AAA. IF THE ARBITRATION FINDS THE ARBITRATION TO BE NON-FRIVOLOUS, WE WILL PAY ALL OF THE ACTUAL FILING AND ARBITRATOR FEES FOR THE ARBITRATION, PROVIDED YOUR CLAIM DOES NOT EXCEED \$75,000. THE ARBITRATION RULES ALSO PERMIT YOU TO RECOVER ATTORNEY'S FEES IN CERTAIN CIRCUMSTANCES.

THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

(c) **Class Action and Class Arbitration Waiver.** The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in section 8.2(b) shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

(d) **Exception – Small Claims Court Claims.** Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in small claims court for disputes or claims within the scope of that court's jurisdiction.

(e) **30-Day Right to Opt-Out.** You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in sections 8.2(b), 8.2(c), and 8.2(d) by sending written notice of your decision to opt-out to the following address: **Attn: Alan Evans** 7901 S. Vermont Avenue Los Angeles, CA 90044 or by fax to (323) 758-7991. The notice must be sent within thirty (30) days of registering to use the Website, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt-out of these arbitration provisions, they also will not bind us.

(f) **Exclusive Venue for Litigation.** To the extent that the arbitration provisions set forth in section 8.2(b) do not apply, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in Los Angeles, California (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive litigation in Los Angeles, California for any litigation other than small claims court actions.

9. PROTECTION OF CONTENT

(a) **License by Frederick K.C. Price III Christian Schools to You.** You must respect the intellectual property laws protecting our Website. FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license, under the rights FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS has in the Content, to privately display and perform the Content on your computer for your own personal, noncommercial purposes.

(b) **Software.** Various technologies may not be consistent across all platforms and the performance and some features offered by FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS may vary depending on your computer, cellular phone, or electronic device that you use.

(c) **Reservation of Rights.** On its own behalf and the behalf of its licensors, FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS reserves all rights in the Content, including the Software, not expressly granted in this section 9. FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS does not in any way grant any other rights to you. Except as expressly stated in this Section 9, you may not reproduce, distribute, modify, publicly perform or display, or prepare derivative works of any Content, including any Software, without prior written consent from FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS or other third-party owner of the rights in that Content (if any).

10. PRIVACY POLICY. Please see our Privacy Policy. Our Privacy Policy is part of and incorporated into these Terms. We reserve the right to contact you about these Terms or any Content or activities relating to this Website.

11. CHILDREN'S ONLINE PRIVACY PROTECTION ACT. Please see our Children's Online Privacy Protection Act Policy (COPPA). Our COPPA policy is part of and incorporated into these Terms. We reserve the right to contact you about these Terms or any Content or activities relating to this Website.

12. TERMINATION OR CANCELLATION

(a) **Right to Terminate.** We may, at any time, without notice to you, terminate your access to the Website if we believe in our sole discretion that you may have violated these Terms or have otherwise engaged in any activities that may harm or damage the

reputation, rights, person, or property of FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS, our users, or any other person.

(b) **Notice of Termination.** If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on the Site or by sending a communication to any address (email or otherwise) that we have for you in our records.

(c) **Effect of Termination.** Upon termination of your Account or the Website, your agreement with FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS pursuant to these Terms will also terminate, except that the following provisions survive the termination: Section 4 “Posting Content on the Service; Representations and Warranties,” Section 5 “Ownership of Rights; License Rights; User Submissions,” Section 9 “Protection of Content,” Section 13 “Indemnification,” Section 14 “Disclaimer of Warranties,” Section 15 “Exclusion of Damages; Limitation of Liability,” and Section 19 “Additional Terms” and the Privacy Policy. If your Account or access to the Website is terminated, you may no longer have access to the Content you posted using the Website.

13. DEALING WITH MERCHANTS; LINKS

(a) **Advertisements and Links.** The Website may contain advertisements, offers, or other links to Web sites of third parties that we do not control. Advertisements and other information provided by third parties may not be wholly accurate. FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS is not responsible or liable for (i) the availability or accuracy of such sites or advertisements; or (ii) the content, products or services available from such sites. The inclusion of any link on the Website does not imply that we endorse the linked site. You use the links at your own risk. FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS’s Privacy Policy and COPPA Policy are applicable only when you are on our Site. Once you link to another Web site, its privacy statement applies to any personal information you supply.

(b) **Transactions with Third Parties.** Your transactions and other dealings with third party merchants or advertisers that are found on or through the Website, including “click to purchase,” “co-registration,” and other similar programs, including payment and delivery of related goods or services, are solely between you and such merchant or advertiser.

14. INDEMNIFICATION. You agree to hold FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS, and its subsidiaries, affiliates, officers, directors, employees, agents, attorneys, and suppliers, and each of their respective successors and assigns (collectively, the “Indemnified Persons”), harmless from, and indemnify them for, all damages, costs, expenses and other liabilities, including reasonable attorney’s fees and expenses, relating to any claim arising out of or related to: (i) your access to and use of the games, software, and other aspects of the Website and the Content; (ii) your violation of these Terms, and any applicable law or the rights of another person or party; (iii) any dispute you have with any user of the Website and any dispute you have related to any

merchant or advertising found on or through the Website; (iv) FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS's resolution (if any) of any dispute you have with any user of the Website; (v) your improper authorization for FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS to collect, use or disclose any Content provided by you; and (vi) any disclosures made with your permission.

15. DISCLAIMER OF WARRANTIES. FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS PROVIDES THE WEBSITE "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, OR CONTENT INCLUDED IN THE WEBSITE. FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, SECURE, OR TIMELY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THOSE ARISING FROM A COURSE OF DEALING, TRADE, USAGE OR PERFORMANCE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF IMPLIED WARRANTIES, AND THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WE URGE YOU TO KEEP BACKUP COPIES OF YOUR PERSONAL CONTENT, IF ANY, THAT YOU PROVIDE TO OR USE ON THE WEBSITE. IF YOUR USE OF THE WEBSITE RESULTS IN THE NEED FOR SERVICING OR REPLACING PROPERTY, MATERIAL, EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR ANY RESULTING COSTS OR DAMAGES.

16. EXCLUSION OF DAMAGES; LIMITATION OF LIABILITY. LIMITATION OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW, NONE OF THE INDEMNIFIED PERSONS ARE LIABLE TO YOU OR ANY OTHER PERSON FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, STATUTORY, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF PRIVACY, LOSS OF GOODWILL OR ANY OTHER LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE AGGREGATE LIABILITY TO YOU OF THE INDEMNIFIED PERSONS EXCEED, IN TOTAL, THE AMOUNTS PAID BY YOU TO US.

17. COPYRIGHT INFRINGEMENT/DMCA. FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS respects the intellectual property rights of others and requests that users of the Website do the same. If you believe that your work is being used on the

Website in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing:

- (a) the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
- (b) identification of the copyrighted work that you claim has been infringed;
- (c) identification of the material that is claimed to be infringing and information reasonably sufficient to permit FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS to locate the material (for example, by providing a URL to the material);
- (d) your name, address, telephone number, and email address;
- (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement that the information in your notification is accurate and a statement, made under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Our designated agent to receive notification of claimed infringement can be reached at:

FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS Copyright Agent 7901 South Vermont Avenue Los Angeles, CA 90044 (323) 758.3777.

18. CUSTOMER SUPPORT. We have no obligation to provide you with customer support of any kind. However, we may provide you with customer support from time to time, at our sole discretion.

19. NOTICES AND CONTACT INFORMATION. Except as otherwise provided in these Terms, FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS will give you any notices by posting them on the Site. Since notice of any material change to the Terms will be posted to the Site for at least thirty (30) days, we encourage you to visit the Site at least that often. You also authorize FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS to send notices (including notice of subpoenas or other legal process, if any) via electronic mail to the email address that we have on record for you. You must check the Site for notices, and you will be considered to have received a notice when it is made available to you by posting on the Site or when sent by FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS via electronic mail, whether or not received by you. FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS may provide notice to any email or other address that you provide to us. You must keep your address current and any notice sent by FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS to the address that you have most recently provided is effective notice. With the exception of notices related to removal of licensed material and to copyright infringement as described in Sections 5 and 16 above, respectively, you must send us any notice by mailing it to our address for

Legal Notices which is: FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS 7901 S. Vermont Avenue Los Angeles, CA 90044, U.S.A., Attn: Alan Evans.

20. ADDITIONAL TERMS

(a) **Agreement to Conduct Transactions Electronically.** All of your transactions with or through the Service may, at our option, be conducted electronically from start to finish. If we decide to proceed non-electronically, those services will still be governed by the remainder of these Terms unless you enter into different terms on a form provided by us. If the law allows you to withdraw this consent or if we are ever required to deal with you non-electronically, we reserve the right to charge or increase fees and you agree to print or make an electronic copy of the Terms and any other contract or disclosure that we are required to provide to you.

(b) **Compliance with Laws.** You are responsible for compliance with applicable local laws. Access to the Website's Content by certain persons or in certain countries may not be legal.

(c) **No Agency; No Third Party Beneficiary.** These terms do not create an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship. Except for the Indemnified Persons, there are no third party beneficiaries of these Terms.

(d) **Severance.** If any part of the Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable part will be given effect to the greatest extent possible and the remainder will remain in full effect, provided that the allocation of risks described in these Terms is given effect to the fullest extent possible.

(e) **Assignment.** These Terms are personal to you and you may not transfer, assign or delegate them to anyone without the express written permission of FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS. Any attempt by you to assign, transfer or delegate these Terms without the express written permission of FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS will be null and void. FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS has the right to transfer, assign and delegate these Terms to one or more third parties without your permission.

(f) **Jurisdiction; Choice of Law; Export Limitations.** This Website is controlled by us from our offices in the United States of America and is directed to U.S. users. If you access the Website from locations outside the U.S., you do so at your own risk and you are responsible for compliance with applicable local laws. You may not use or export anything from the Website in violation of U.S. export laws and regulations or the Terms. These Terms and all performances and claims of every nature between us are governed by the laws of the State of California, U.S.A., without regard to any conflicts of laws principles that would result in the application of the law of a different jurisdiction. You and FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS submit to exclusive personal jurisdiction and venue of the state and federal courts located within Los Angeles County, California. See sole exception in section 8.2(d).

(g) **Limitations on Actions.** Any action concerning any dispute with respect to the Website must be commenced within one year after the cause of the dispute arises, or the cause of action is barred.

(h) **Interpretation.** The paragraph headings in these Terms are included to help make these Terms easier to read and have no binding effect. As used in these Terms, the words “include” and “including” are meant to be illustrative and not exhaustive.

(i) **Entire Agreement.** These Terms (including terms incorporated into them, e.g., the Privacy Policy) and any policies and guidelines posted to the Website by FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS comprise the entire agreement (the “Entire Agreement”) between you and FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS with respect to the use of the Website and supersede all contemporaneous and prior agreements between the parties regarding the subject matter contained herein, and neither party has relied on any representations made by the other that are not expressly set forth in the Entire Agreement.

(j) **No Waiver.** The failure of any party to exercise or enforce any right or provision of these Terms, including any failure to act with respect to a breach, will not constitute a waiver of such right or provision or that party’s right to act with respect to subsequent or similar breaches. We suggest that you print out a copy of these Terms for your records.

FURTHER INFORMATION

If you have a complaint, you may contact us at FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS, 7901 S. Vermont Avenue Los Angeles, CA 90044. If you are a California resident, the Complaint Assistance Unit of the Division of Consumer Services of the Dept. of Consumer Affairs may be contacted at 400 R Street, Sacramento, CA 95814 or (800) 952-5210.

LEGAL NOTICES.

NOTICE OF AVAILABILITY OF FILTERING SOFTWARE

All users are hereby informed that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors.

NOTICE: NO HARVESTING OR DICTIONARY ATTACKS ALLOWED

YOU MAY VIOLATE FEDERAL LAW IF YOU: (1) INITIATE THE TRANSMISSION TO FREDERICK K.C. PRICE III CHRISTIAN SCHOOLS COMPUTERS OR DEVICES OF A COMMERCIAL ELECTRONIC MAIL MESSAGE (AS DEFINED IN THE U.S. “CAN-SPAM ACT OF 2003”) THAT DOES NOT MEET THE MESSAGE TRANSMISSION REQUIREMENTS OF THAT ACT; OR (2) ASSIST IN THE ORIGINATION OF SUCH MESSAGES THROUGH THE

PROVISION OR SELCTION OF ADDRESSES TO WHICH THE MESSAGES WILL
BE TRANSMITTED.

***NOTICE RE COPYRIGHT OWNERSHIP: © Frederick K.C. Price III Christian
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