

The Catholic Grapevine™ – Vendor Terms

The Catholic Grapevine (“Company”) operates its “The Catholic Grapevine” website (the “Site”) which provides users (“Users”) with a listing of Catholic vendors, ranging from speakers, event planners and Catholic institutions, professional services providers, contractors, media professionals, and Catholic faith institutions. As a vendor (“You” or “Vendor”), Company is providing You access to this Site for the limited purpose of providing and updating information on your company which information will be made available to Users.

Your access to the Site is conditioned upon your acceptance of these Terms of Use (“Terms”) and payment of the applicable subscription fees. You agree to read these Terms carefully before using this Site. By using this Site, You expressly agree to these Terms. If You do not agree to these Terms, you may not use this Site. These Terms are subject to change from time to time, and at any time without notice to You. Any changes will be incorporated into the Terms posted to this Site from time to time. For purposes of these Terms, the term “You” or “Vendor” shall include Vendor and its authorized users.

Vendor Statement

As a participating vendor, You have submitted a statement from your pastor confirming that you are an active and practicing Catholic and have agreed to our “tenets of faith” statement which is available on this Site. You agree that such statement is accurate and will remain accurate while You are using the Site.

Authorized Use and Vendor Conduct

You agree that You will use this Site and the Services in a manner consistent with these Terms and other instructions posted on this Site. You agree not to interrupt or attempt to interrupt the operation of this Site or the Services in any way or to attempt to gain unauthorized access to this Site, any portion thereof, or to any other computer systems through this Site. You agree that You will not use this Site in any manner that could damage, disable, overburden or impair this Site or interfere with any other party’s use of this Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by or provided through this Site. Unauthorized use of this Site, including but not limited to unauthorized entry or attempted entry into any systems, misuse of passwords, misuse of any information posted to this Site or illegal conduct is strictly prohibited. Company reserves the right to prohibit access to anyone determined by Company to be violating or attempting to violate these Terms.

Vendor Information and Content

In the course of Your use of this Website, Company may be provided with certain of Your personal and confidential information (such information referred to hereinafter as “Vendor Information”), including information in connection with your account (“Account Information”). Company’s information collection and use policies with respect to the privacy of such Vendor Information are set forth in this Website’s Privacy Policy, located on the Login screen, which is incorporated herein by reference for all purposes. In connection with your account, You also will be providing Company with information and materials with respect to Your products and services, which will include a Vendor profile (“Vendor Content”).

This Website is not intended for the maintenance or storage of personal information. Company holds basic Account Information on its own system, including Your user name and user email address, but this information is not made available by Company to other users of the Website and is used by Company solely in connection with administering Your account and in a manner that is consistent with applicable law. Please note that such Account Information may be accessed in the United States by Company but will only be used for account administration purposes. Company will use reasonable security measures to protect Your Account Information.

In using the Website, You may, in Your sole discretion, publicly post name, contact information, or other personal information for review and access by Users in connection with Your Vendor profile. You also may request that Company remove such information from the Website at your discretion. Company is not responsible for any uses or disclosures of such information, including by You or Users. In connection with Your use and disclosure of personal information in connection with the Website, whether Your information or that of other users, You are responsible for complying with all applicable law.

Third Party Service Providers

Company may use third party service providers (“Third Party Service Providers”) to provide certain Services in connection with the Website, with or without notice to You. Company may also change Third Party Service Providers from time to time and at any time with or without notice to You. You consent and authorize Company to delegate the authorizations You provide to Company to Third Party Service Provider(s) as Company deems necessary or desirable to provide the Services.

Vendor Authorization and Representation

Vendor hereby authorizes Company to make any and all Vendor Information (with the exception of Vendor Account Information) and Vendor Content, provided by Vendor hereunder, available to Users through the Website. Vendor represents and warrants that the Vendor Information and Vendor Content which You provide to the Website is accurate to the best of your knowledge and information. Vendor acknowledges that Company’s use of Vendor Information or Vendor Content on the Website does not constitute an endorsement by Company of Vendor, and Vendor shall not state that it has been endorsed by Company.

Copyrights and Trademarks

This Website and the Services contain copyrighted works, trademarks and other proprietary material owned by Company or Third Party Service Providers. Except as noted herein, Company and its suppliers own all rights, title and interest in and to this Website, all the content, data and materials thereon (with the exception of your Account Information and any personal information), the look and feel, design and organization of this Website and the compilation of the content, data and materials on this Website, including, but not limited to, any copyrights, trademark rights, patent rights and other intellectual property and proprietary rights therein. Notwithstanding the foregoing, You retain ownership of your own trademarks and materials used in connection with Your participation on the Website (“Vendor Materials”). You authorize Company to use such Vendor Materials in connection with its operation of the Website and represent and warrant that such Vendor Materials do not infringe or otherwise violate the rights of any third parties. You may not copy, reproduce, modify, create derivative works, publish, transmit, display, sublicense or distribute material or images from this Website without Company’s express written. Any commercial distribution, publishing or exploitation of this Website or the materials on this Website is strictly prohibited.

No Guarantee of Results

The content and tools that are available on this Website are for information purposes for the use of Users. Company makes no guarantee that You will make any sales based upon your participation in the Website. You are solely responsible for any actions or decisions that You make with Users based upon Your participation in this Website. Neither Company nor any of its third party providers will have any responsibility or liability to You related to Your use of this Website, including, without limitation, any decisions that You make utilizing this Website.

Additionally, You agree that User of the Website may rate You and Your services and that Company shall have no responsibility or liability related to such User ratings.

Indemnification

You hereby agree to indemnify, defend and hold harmless Company and its officers, directors, employees and agents from and against any claim asserted against them by a User or any other third party arising out of or in any way related to: (i) Your Vendor Information and/or Vendor Content; or (ii) Your contract with, or provision of services to, such User or third party.

Disclaimers

ALTHOUGH COMPANY USES REASONABLE EFFORTS TO PROVIDE ACCURATE AND UP-TO-DATE INFORMATION THROUGH THIS WEBSITE, NEITHER COMPANY NOR ANY THIRD PARTY SERVICE PROVIDER MAKES ANY WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY, ACCURACY, RELIABILITY, UPTIME OR UNINTERRUPTED ACCESS OR COMPLETENESS OF CONTENT ON THIS WEBSITE. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL, WRITTEN OR ELECTRONIC, STATUTORY OR OTHERWISE, WITH REGARD TO INFORMATION CONTAINED

ON THIS WEBSITE AND YOUR USE OF THE WEBSITE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL COMPANY, OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES THAT RESULT IN ANY MANNER DIRECTLY OR INDIRECTLY FROM (1) THE USE OF OR INABILITY TO USE THIS SITE OR ANY SERVICES, CONTENT, MATERIALS OR FUNCTIONS RELATED THERETO, (2) THE CONSEQUENCES OF ANY DECISION MADE OR ACTION OR NON-ACTION TAKEN BY YOU AS A RESULT OF YOUR USE OF THIS SITE OR ANY SERVICES, OR (3) ANY OTHER MATTER RELATING TO THE CONTENT, SERVICES OR DISTRIBUTION OF SERVICES THROUGH THIS WEBSITE. TO THE EXTENT THE FOREGOING DISCLAIMER IS NOT ENFORCEABLE, THE PROTECTED ENTITIES' CUMULATIVE LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF (a) THE MOST RECENT SIX MONTHS OF SUBSCRIPTION FEES PAID BY VENDOR TO COMPANY HEREUNDER; AND (b) \$100.00.

Modifications to this Site and the Services

Company may terminate, change, suspend or discontinue any aspect of this Site or any Services, including, but not limited to, content, features or hours of availability. Company may also impose limits on certain features of this Site or any Services or restrict Your access to a portion or all of this Site or the Services without notice.

Miscellaneous

These Terms constitute the entire agreement regarding this Site and any Services, and supersede all prior or contemporaneous communications, whether electronic, oral or written between You and Company with respect to this Site or the Services. These Terms are governed by and construed in accordance with the laws of the **State of Georgia**, without giving effect to any principles of conflicts of law. If a court determines that any term or condition in these Terms of Use is illegal or unenforceable, then such term will be eliminated and the remaining terms and conditions will remain in force and effect. Company's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, You nevertheless agree that the court should endeavor to give effect to the intentions as reflected in the subject provision, and the other provisions of these Terms shall remain in full force and effect.

PRIVACY POLICY

The Catholic Grapevine ("Company") operates its "The Catholic Grapevine" website (the "Site"). This Site, and the information provided to You through it (collectively, the "Services"), are made available to you ("You"). Company takes the issue of privacy very seriously. Visitors to this Site can be assured that information shared on this Site will receive the security, privacy and confidentiality that would be expected from a company providing these informational services.

This Privacy Policy provides information about what type of information is gathered and tracked on this Site, how the information is used, and with whom the information is shared. By visiting this Site, and/or using the Services offered on or through this Site, You agree to the terms of this Privacy Policy as they may be amended from time to time. As Company updates and expand any Services, this Privacy Policy may change, so check back to this page from time to time. This Privacy Policy is incorporated into, and made part of, the Terms of Use governing Your use of this Site. A link to the Terms of Use is located at the bottom of each page on this Site.

How information is collected

In general: Unless You provide personally identifiable information to Company voluntarily or the information is collected by means of “cookies” in the manner described in this Privacy Policy, Company does not collect information about You in connection with Your use of this Site.

Use of “cookies”: A “cookie” is a small piece of information about an Internet session that may be created and placed on Your computer when You access a website. Company uses cookies to facilitate easier navigation within this Site, to provide a higher level of convenience for You, and for administrative purposes. Company does not use cookies for any other purposes. This information is not shared with any other party for any commercial purposes. You can set your browser (e.g. Microsoft Internet Explorer) to notify You when a website attempts to send a cookie. Your browser will allow You to decide whether or not to accept the cookie. If You choose to disable cookies in Your browser, You may not be able to take advantage of all the features of this Site, or other websites.

How information collected is used

Company respects your right to privacy. Any sensitive or confidential information You provide to Company via this Site remains confidential. Company also has implemented security measures to protect against the loss, misuse or alteration of information stored in its systems. Company will only use the information collected from You to address Your specific inquiries or requests and to provide to You better customer service. Additionally, Company may use anonymized user data to improve user experience across the Site and to provide analytics regarding searches made and Vendors seen. The information collected also is used to provide a record of communications between Company and You and to comply with any applicable legal and/or regulatory requirements.

Other access to information

Affiliates and service providers: Third party service providers that assist Company in meeting the needs of its Users and Vendors, may under certain circumstances receive personal information collected from You as a user of this Site. Such information is disclosed only to respond to Your inquiries or requests, and to provide You with information about other products and services offered. Personal information will be treated by these entities with the same standards of privacy and confidentiality that Company uses.

Other Third parties: Company does not transmit any personal information collected through this Site to any third-party marketers.

Legal Issues: From time to time, Company may be required to provide personal information in response to a court order, subpoena, government investigation or as otherwise required by law. Company also reserves the right to report to law enforcement agencies any activities that Company, in good faith, believe to be unlawful. Company may disclose Your personal information to government authorities at its discretion. Company may release certain personal information when Company believes that such release is reasonably necessary to protect the rights, property and safety of others or itself.

Business Transfer: In the event Company, substantially all of its assets, or its BenefitPitch website, are acquired by one or more third parties as a result of a merger, sale, consolidation or liquidation, Your personal information may be incorporated into the transferred assets.

Third party websites

This Site may contain links to third party websites that You may find useful. Once You leave this Site, Company does not receive any of Your information. Except to the extent required to provide services that You request, Company does not provide any of Your information to any third party website. These third party websites may have their own privacy policies. You should review the privacy policy of any website before You provide personal or confidential information. Company is not responsible for the content of these other websites or any business You transact or information You share with them.

Right to Change this Privacy Policy

Company reserves the right to change or update this Privacy Policy at any time, and will notify users of this Site by posting such changed or updated Privacy Policy on this page. Any changes or updates will be effective immediately upon posting to this Site.