

# Terms of Service User's Acknowledgment and Acceptance of Terms

These Terms of Service ("Terms") govern your access to and use of the Ozark Christian College Ministry Center Profiles or Ministry Openings Website ("Website").

### 1. Acceptance of Terms

By using this Website, you agree to abide by the following Terms. If you do not agree with any of these Terms, do not use the Website.

### 2. Use of the Website

You may use the Website solely for the purpose of posting ministry-related jobs, searching for ministry-related job opportunities, and submitting applications for such positions. You agree not to use the Website for any other unlawful or unauthorized purpose.

## 3. Account Registration

In order to access certain features of the Website, you may be required to create an account. You agree to provide accurate and complete information when creating your account and to keep your account credentials secure. You are solely responsible for all activity that occurs in your account.

### 4. Job Listings

The Website contains job listings posted by third-party employers, including churches, ministries, missions, religious organizations, and other ministry-related entities. We do not endorse or guarantee the accuracy of any job listing, and we are not responsible for any actions or omissions of third-parties. At our sole discretion, we may decline or remove any posting that violates our policies or principles as a religious organization.

### 5. Application Process

You may submit applications for ministry-related job opportunities through the Website. By submitting an application, you agree to allow potential employers to contact you regarding your application.

#### 6. User Content

You may have the opportunity to submit content, such as resumes, cover letters, or profile information, through the Website. By submitting such content, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works, distribute, and display such content. You represent and warrant that you have all of the necessary rights to grant this license.

### 7. Privacy

Our collection and use of personal information in connection with the Website are governed by our Website Privacy Policy. By using the Website, you consent to the collection and use of your information as described in our Privacy Policy.

### 8. Intellectual Property

The Website and all of its contents, including but not limited to text, graphics, logos, and images, are the exclusive property of the Website owner and are protected by copyright, trademark, service mark and other intellectual property laws. You may not use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, or display any hyperlink or content from the Website without our prior written consent.

#### 9. Disclaimer of Warranties

The Website is provided on an "as is" and "as available" basis, without any warranties of any kind, express or implied. We do not warrant that the Website will be uninterrupted or error-free, or that any defects will be corrected. We make no representations or warranties about the accuracy, reliability, completeness, or timeliness of the content on the Website.

## 10. Limitation of Liability

In no event will we be liable to you or to any third party for any indirect, consequential, exemplary, incidental, special, or punitive damages arising out of or in connection with your use of the Website, even if we have been advised of the possibility of such damages. Our total liability to you for all claims arising out of or relating to these terms or use of the Website shall not exceed the amount paid by you, if any, for accessing the website.

### 11. Indemnification

You agree to indemnify, defend, and hold harmless the Website owner, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website.

#### 12. International Users

The Website is operated and controlled from the United States. If you access the Website from locations outside the United States, you do so at your own risk and are responsible for compliance with applicable local laws.

### 13. Changes to Terms

We reserve the right to modify these Terms at any time effective immediately upon posting on the Website. Your continued use of the Website after any such changes constitutes your acceptance of the revised Terms.

### 14. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of law principles. Any dispute arising out of or relating to these Terms or the Website shall be resolved exclusively by binding arbitration in accordance with the arbitration rules of the Christian Conciliation Service, and judgment on the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

### 15. Severability

If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

### 16. Entire Agreement

These Terms constitute the entire agreement between you and us regarding your use of the Website and supersede all prior or contemporaneous understandings and agreements, whether written or oral. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. Any waiver of any provision of these Terms will be effective only if in writing and signed by us.

#### 17. Contact Us

If you have any questions about these Terms, please contact us at <a href="hello@occ.edu">hello@occ.edu</a>. By using the Website, you agree to all of these Terms of Service.