WEBSITE USER AGREEMENT, USER ACCOUNT & ONLINE FAMILY RESOURCE GUIDELINES, PRIVACY POLICY AND GENERAL PROVISIONS (hereinafter the "AGREEMENT")

This AGREEMENT must be read prior to use of promiselandpreschool.com (hereinafter "Website"). By using this Website, you agree to the terms and conditions of this AGREEMENT.

1. DEFINITIONS The term "Website" as used herein, shall mean promiselandpreschool.com. Any reference herein to "we", "us", "our" and "ours" shall be a reference to the Website.

2. CHANGES TO AGREEMENT We, at any time, reserve the right to change the terms of this AGREEMENT or to modify any features of the Website. Your continued use of the Website, or registration with the Website after any such changes is your acceptance and agreement to such changes.

3. COPYRIGHT All of the information on the Website is a copyrighted work and is protected by the Laws of the United States of America and other countries. This content includes but is not limited to all information, data, the text of articles, general website text, photographs, images, graphics, video and audio content. In addition, each of the articles, content and other elements comprising this website are copyrighted works individually. You are hereby bound and must abide by any and all additional copyright notices and or restrictions contained in this AGREEMENT.

4. CONTENT THE WEBSITE IS AVAILABLE "AS IS". THE WEBSITE MAY BE DISCONTINUED AT ANY TIME. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS AND INACCURACIES IN THE INFORMATION OR OTHER MATERIALS AVAILABLE THROUGH THE WEBSITE. WE DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT REPRESENT OR WARRANT, NOR DO WE ENDORSE THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER MATERIAL OR DATABASE DISPLAYED, UPLOADED, OR DISTRIBUTED ON THE WEBSITE OR AVAILABLE THROUGH LINKS. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS IN THIS SERVICE.

5. USE OF CONTENT Except for instances when you have been given express permission by us to do so, you may not exploit any part of the Website. Included but not limited to copying, reproducing, distributing, publishing, performing, modifying, creating derivative works, or transmitting any part of the Website. You may not distribute any part of the Website over any network, including a local area network. You may not sell or offer any part of the Website for sale. Website files may not be used to construct any kind of database.

6. LIMITATION ON LIABILITY AND INDEMNITY The Website and Promiseland Christian Preschool, their affiliates, and their directors, officers, managers, employees, shareholders, agents, and licensors are not liable for incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including lost revenues or profits, loss of business or loss of data, in any way related to the Website or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies on the Website (including without limitation as a result of breach of any warranty or other term of this AGREEMENT). Any claim against us shall be limited to the amount you paid, if any, for the use of the Website.

You hereby indemnify, reimburse, and hold harmless the Website and Promiseland Christian Preschool, their affiliates, and their directors, officers, managers, employees, shareholders, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this AGREEMENT, or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification and reimbursement under this Section. In such event, you shall cooperate with us, included but not limited to providing information, signing agreements, and the like.

YOU MAY NOT TRANSFER, SELL, OR OTHERWISE ASSIGN YOUR RIGHTS OR OBLIGAIONTS UNDER THIS AGREEMENT.

7. MALICIOUS SOFTWARE We intend to take reasonable steps to prevent the introduction of malicious software such as viruses, worms, or other destructive materials to this Website. HOWEVER, WE DO NOT GUARANTEE OR WARRANT THAT THE WEBSITE OR MATERIALS THAT MAY BE DOWNLOADED FROM IT DO NOT CONTAIN SUCH DESTRUCTIVE FEATURES. We are not liable for any damages or harm attributable to such features.

USER ACCOUNT & ONLINE FAMILY RESOURCE GUIDELINES

1. DEFINITION The term "User Account" as used herein, shall mean any Website account created by a member of the public that allows the user to access any portion of our "Online Family Resource Center".

2. ACCOUNT REGISTRATION When you create an account on the Website, you shall provide true, accurate and complete registration information. In our sole and absolute discretion, we reserve the right to suspend or terminate your account. You must be over the age of 13 years, in compliance with the Children's Online Privacy Protection Act (15 U.S.C. § 6501). You must select a username and password. You will be personally responsible for all activities related to your username. You are responsible for keeping your password secure.

3. CONTENT YOU ACKNOWLEDGE AND AGREE THAT YOU USE AND/OR RELY ON ANY INFORMATION OBTAINED THROUGH THE WEBSITE AT YOUR OWN RISK. THE WEBSITE DOES NOT IN ANY MANNER ENDORSE THE CONTENT AND CANNOT AND DOES NOT VOUCH FOR ITS RELIABILITY.

We reserve the right to: monitor any User Account as we choose; we can remove, edit or otherwise alter the User Account for any reason whatever, without consent; to, in our sole and absolute discretion, remove a user's privilege on our site for any reason.

4. ACCESS TO ONLINE FAMILY RESOURCE CENTER Access to the Online Family Resource Center is available to the immediate parents and/or guardians of a currently registered child at Promiseland Christian Preschool. We reserve the right to: in our sole and absolute discretion can create, edit or remove any User Account we deem necessary.

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PRIVACY POLICY

1. PREAMBLE Part of the AGREEMENT explains to the user how the information provided to the Website is used. This only applies to information collected by the Website. It does not govern or apply to information collected or used by the Website or its affiliates through separate efforts.

2. USE OF SUBMITTED INFORMATION When prompted to enter personally identifiable information while you are using the Website, you are providing that information to the Website and Promiseland Christian Preschool only. We will not willfully disclose said personal information to any third party without first informing you and obtaining your consent to release such information. You must provide your e-mail address when registering for a User Account with the Website. Such information may be used by us for editorial purposes including, but not limited to, contacting you as part of an on-line survey, informing you of your account status, providing you with notice of changes to the AGREEMENT, or exciting offers and opportunities available exclusively to Website registrants.

THE WEBSITE HAS SECURITY AND MANAGERIAL PROCEDURES IN PLACE TO PROTECT THE INFORMATION WE COLLECT ON-LINE. HOWEVER, ALTHOUGH THESE MEASURES ARE QUITE EFFECTIVE, THERE IS NO GUARANTEE THAT THE INFORMATION YOU SUPPLY TO WEBSITE WILL NOT BE INTERCEPTED WHILE BEING TRANSMITTED TO US OVER THE INTERNET, OR OTHERWISE PROCURED WITHOUT OUR CONSENT. YOU ACCEPT THIS RISK AND WILL NOT HOLD THE WEBSITE OR PROMISELAND CHRISTIAN PRESCHOOL, THEIR SUCCESSORS AND/OR ASSIGNS, LIABLE IN ANY MANNER.

GENERAL PROVISIONS

1. ACCEPTANCE AND AGREEMENT You accept and agree to abide by all of the terms and conditions of this AGREEMENT.

2. GOVERNING LAW This Agreement shall be governed by the laws of the United States and the State of Arizona.

3. PAYMENT FOR ACCESS TO ONLINE FAMILY RESOURCE CENTER There is no payment required for access to the Online Family Resource Center. Access is restricted as outlined in the Guidelines of this Agreement.

4. ACCESS TO RIGHT NOW MEDIA You will be given "user" account access to our service with Right Now Media (www.rightnowmedia.org). You will be bound by their own SEPERATE User Agreement. Any violations of Right Now Media User Agreement and/or related agreements, in our sole and absolute discretion, may result in the termination of your User Account from our Online Family Resource Center. You will be required to create your own user account with Right Now Media once we have added your email address as and approved user.

By signing you agree to all the terms and conditions of this AGREEMENT.

Printed Name _____ Signature _____

NEW ACCOUNT REGISTRATION FOR ONLINE FAMILY RESOURCE CENTER & RIGHT NOW MEDIA - PLEASE PRINT CLEARLY

EMAIL ADDRESS (USERNAME)

PASSWORD (MUST CONTAIN AT LEAST 8 CHARACTERS - NUMBERS AND LETTERS ONLY)

IMPORTANT : Please allow 2-3 business days for your accounts to be activated. The password provided on this form is ONLY for access to the Online Family Resource Center. You will be sent an email from Right Now Media regarding the creation of a separate account for their website.