

The Presbyterian Church (U.S.A.) Church Leadership Connection Terms and Conditions of Use

Introduction

Please read this web page carefully. It contains the Terms and Conditions governing your use of Church Leadership Connection ("CLC") and it contains information that you should know before you use CLC and before you send data and information through CLC. If you cannot accept and comply with these Terms and Conditions, you may not use CLC. By using CLC you agree to be bound by these Terms and Conditions and you acknowledge that you understand the information contained in the Terms and Conditions and on CLC web pages, (including the page entitled "Frequently Asked Questions about CLC." <http://www.pcusa.org/clc/faq.htm>).

The Presbyterian Church (U.S.A.), A Corporation ("PCUSAAC") may revise these Terms and Conditions at any time by posting an updated version to this web page. Users should visit this web page periodically to review the Terms and Conditions for revisions and updates. The term "you" and "user" as used on this web page shall refer to individuals who access CLC and who use CLC for any services it may provide, whether as a person seeking a position or as an employer, middle governing body, official of a middle governing body or official of a church or other entity which is seeking information on users who use CLC to search for church-related positions.

Eligibility

If you are using CLC you must be eighteen (18) years of age or older and by using CLC you represent and warrant that you have reached the age of majority and that you have the legal right and ability to accept and agree to the Terms and Conditions of this web page and CLC. You also agree that you will use CLC in a manner that is in compliance with the Terms and Conditions of this web page and that is in compliance with local, state, and federal laws or the laws of the country in which you reside as well as the laws of the United States that apply hereto.

Acceptable Uses of CLC

CLC is intended for persons seeking a new call, for Presbyterian Church (U.S.A.) ("PCUSA") congregations and related entities seeking candidates for open positions, and for officials of middle governing bodies who assist candidates, churches, and church entities to fill open positions. You may use CLC only for lawful and proper purposes in compliance with the Terms and Conditions and with the local, state, and federal laws or the laws of the country in which you reside as well as the laws of the United States that apply hereto.

All of the data and information on CLC is the property of the PCUSAAC, which operates the web pages. By using CLC you agree not to misuse, sell, transfer, reproduce or modify the data and information on CLC for any public or commercial purpose, in a manner that is disparaging, libelous or defamatory to the PCUSAAC, the PCUSA, any of its governing bodies and/or the proper and lawful users of CLC or in any manner for which you have not received the express written consent of the PCUSA or the users.

Limitation on Uses of CLC

Users are prohibited from using CLC in any manner which violates applicable laws or the Terms and Conditions, including federal laws of the United States related to copyright, trademark and other intellectual property matters. Users are also prohibited from using CLC to invade the privacy of other users or to defame, libel, abuse, threaten, stalk, harass, annoy or otherwise disturb the PCUSAAC, the PCUSA, or their officers, directors, and employees or their governing bodies and any lawful user of CLC.

Any person, including any user, is prohibited from attempting to violate and from violating the security of CLC, from improperly and unlawfully bypassing or compromising the security measures of CLC web pages, by inserting improper, illegal or otherwise unwelcome devices such as worms, viruses, spam and similar devices inserted for the benefit, amusement or satisfaction of the person or entity seeking to insert such devices or inserted to harm the PCUSAAC, CLC or other users,

Persons, including users, are prohibited from using CLC for any of the following purposes: (1) to sell or promote products or services; (2) to post or submit false or inaccurate information or information which does not belong to the user; or (3) to post or submit information regarding business arrangements, including, but not limited to, fraudulent schemes, "Ponzi" schemes, pyramid schemes, and other improper and unlawful business arrangements.

Information for the Users of CLC

CLC is a passive conduit for the collection and distribution of Church Information Forms ("CIFs") and Personal Information Forms ("PIFs"). The PCUSAAC and PCUSA have no obligation to and do not screen submissions, information, and data in CIFs and PIFs. The PCUSAAC has the right as the host of CLC to review and remove any CIFs or PIFs or any portions thereof which in its sole judgment and opinion violates these Terms and Conditions or any applicable law, for any reason.

The PCUSAAC is not an employment agency nor is it a recruiting firm or similar entity and it makes no representation or guarantee that candidates who post PIFs will be called to positions posted on CLC nor does it guarantee or promise that entities which post CIFs will fill those positions by use of CLC. Except as described herein, the PCUSA has no control over the content, information, and data submitted in CIFs and PIFs. **The PCUSAAC cannot promise, warrant or otherwise guarantee to users that the information submitted in CIFs and PIFs is true, honest, accurate or reliable and users are cautioned to engage in their own review and verification of information which they obtain as a user. You and all users acknowledge by using CLC web pages that you do not and will not seek to hold the PCUSA or any of its agents or employees liable or responsible for the information you obtain on CLC web pages or the PIFs of CIFs you obtain from it and you acknowledge that you accept the information and data in PIFs and CIFs at your own risk. Users assume all risk of using CLC and its contents.**

Users of CLC who submit a CIF – please be aware that when you submit a CIF to CLC, that form and all of the information on that form **will appear on CLC and is accessible by any third party and user who enters CLC web pages**. This information appears on the public Opportunity Search web pages and users who plan to submit a CIF should review those pages first before submitting a CIF so that they understand how their information, data, and form will be displayed and how it is accessible to all third parties who access the PCUSA website.

Users of CLC who submit a PIF – please be aware that when you submit a PIF to CLC, that **form is not made available to everyone who enters the PCUSA website or CLC**. PIFs are only made available to those who obtain a Login and Password. Those who are allowed to obtain Login and Password include moderators of Committees on Ministry of Presbyteries, Executive Presbyters, General Presbyters, moderators of Committees on Preparation for Ministry, moderators, and members of Pastor Nominating search committees ("PIF seekers"). Those persons are asked, as users, to comply with the Terms and Conditions herein. When you submit a PIF your date of birth, social security number, gender, and ethnic orientation are only available to CLC staff. By using this web site and CLC, you consent to the use of this personal data by the PCUSAAC CLC office for statistical and filing purposes and you consent to the use of your PIF, without date of birth, social security number, gender or ethnic orientation, by PIF seekers.

Information, including but not limited to personal data, that is collected will not be sold, rented, lent, exchanged or used by PCUSA entities except as described herein. The PCUSAAC uses the information you provide for the purposes for which it was originally collected, for purposes consistent with the operation of CLC and as described under Acceptable Uses of CLC, above. Any destruction of personal data will be done in a manner consistent with the intent of this policy.

The PCUSAAC does not warrant that CLC will operate error-free and does not promise, warrant or guarantee that CLC or the PCUSA website is free of all computer viruses or other harmful devices and electronic items. Therefore, if your connection to and use of CLC or the PCUSA website causes harm to your computer or electronic device or requires you to seek service or assistance for it, the PCUSAAC and the PCUSA are not responsible for any damages or costs related thereto, including, but not limited to, replacement, service or repair costs. The PCUSAAC cannot guarantee that a user of CLC will not violate the confidentiality of information provided by other users of CLC and also cannot guarantee that a user will not violate the terms of the Terms and Conditions.

Indemnity

All users agree to defend, indemnify, and hold harmless the PCUSA and its agents and employees from and against any and all third party claims, actions, lawsuits, damages (including punitive damages), and other matters (including, but not limited to attorney's fees and costs), which do or might arise from a user's use of CLC, any data, information, CIF or PIF entered into CLC or from the user's breach of these Terms and Conditions or any laws related to the use of CLC or its contents.

Use of these web pages is also governed by the PCUSA Web Site Privacy Policy. To see the privacy policy for the Presbyterian Church (U.S.A.), please go to www.pcusa.org/privacy.htm

Governing Law

These Terms and Conditions form part of our Web site Terms of Use Agreement, which shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Questions

If you have any questions about these Terms and Conditions or concerns about the way we use personal data, please contact clcstaff@pcusa.org .