Anchorpoint Counseling Ministry, Inc.

Website Terms and Conditions of Use Effective January 8, 2024

Terms and Conditions

These terms and conditions outline rules and regulations regarding the use of Anchorpoint Counseling Ministry's website, located at <u>https://anchorpoint.org</u> (the "website" or "site"). These terms and conditions supersede any prior terms and conditions for the website. Anchorpoint Counseling Ministry reserves the right to change these terms and conditions at any time. Please read carefully and make note of any changes during future visits to the website by verifying the "effective date" listed above.

By accessing the website and/or submitting information through the website, you indicate acceptance of these terms and conditions and you agree to be bound by these rules and regulations. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE WEBSITE AND THE INTERNET. DO NOT CONTINUE TO USE ANCHORPOINT COUNSELING MINISTRY'S WEBSITE IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS.

The following terminology applies to these Terms and Conditions:

- "Client," "you," "your," and "user" refer to you, the person accessing the website and compliant to these terms and conditions of use.
- The "organization," "we," and "our" refer to our organization, Anchorpoint Counseling Ministry.
- "Party" or "parties" refer to both the client and the organization.

All of these terms refer to the offer, acceptance, and consideration of any interactions, communications, or payments necessary to undertake the process of our engagement with the client in the most appropriate manner. These terms are for the express purpose of meeting the client's interests or needs in respect to provision of the organization's stated opportunities and services, in accordance with and subject to, prevailing law. Any use of the above terminology or other words in the singular, plural, capitalization, and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

Cookies

We employ Google Analytics to allow for the use of cookies on the website. By accessing our website, you agree to use cookies in agreement with Anchorpoint Counseling Ministry's Privacy Policy. Our Privacy Policy is linked and publically available in the footer of the website.

Most interactive websites use cookies to allow retrieval of the user's details for each visit. Cookies are used by the website to enable certain functionalities and make it easier for people visiting the site. Some of our affiliate/advertising partners may also use cookies.

License

Unless otherwise stated, Anchorpoint Counseling Ministry owns the intellectual property rights for all material on the website. All intellectual property rights are reserved. You may access the material on the website for your own personal use subject to restrictions set forth in these terms and conditions.

The website is for your personal and noncommercial use. You are granted a non-exclusive, nonassignable, and non-transferable license to use the website only under these terms and conditions of use. Unless prior approval is granted by an authorized representative of Anchorpoint Counseling Ministry, you must not:

- Republish material from Anchorpoint Counseling Ministry's website
- Sell, rent, or sub-license material from Anchorpoint Counseling Ministry's website
- Reproduce, duplicate, or copy material from Anchorpoint Counseling Ministry's website
- Redistribute or store content from Anchorpoint Counseling Ministry's website

Hyperlinking to our Content

The following entities may link to our website without prior written approval:

- Government agencies;
- Search engines;
- News organizations; and
- Online directory distributors in the same manner as they hyperlink to the websites of other listed businesses

These entities may link to our home page, to publications, or to other website information so long as the link: (a) is not in any way deceptive or unfavorable; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of entities:

- commonly-known consumer and/or business information sources;
- churches;
- community sites;
- charitable nonprofits or other groups representing nonprofits;
- health care providers;
- online directory distributors;
- internet portals; and
- educational institutions and trade associations.

We will approve link requests from these entitites if we decide that: (a) the link would not make Anchorpoint Counseling Ministry look unfavorable; (b) the entity does not have any negative records with Anchorpoint Counseling Ministry; (c) there is inherent benefit to Anchorpoint Counseling Ministry from the visibility of the hyperlink; and (d) the link is in the context of general resource information. These entities may link to our home page so long as the link: (a) is not in any way deceptive or unfavorable; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site. If you are one of the entities listed above and are interested in linking to the website, you may submit a contact form to Anchorpoint Counseling Ministry at <u>https://anchorpoint.org/contact-us/</u>. Please include your name, your organization name, contact information, the URL of your site, a list of any URLs from which you intend to link to the website, and a list of the URLs on our site to which you would like to link. We will respond to your inquiry if your request is approved.

Approved organizations may hyperlink to our website as follows:

- By use of our organization name; or
- By use of the URL (uniform resource locator) being linked to; or
- By use of any other description of the website being linked to that makes sense within the context and format of content on the linking party's site.

The use of Anchorpoint Counseling Ministry's logo or other artwork is prohibited absent separate approval and/or a trademark license agreement.

When you link to our website, you indicate acceptance of the following terms and conditions:

iFrames

Without prior approval and written permission, you may not create frames in or around web pages from our website that alter in any way the visual presentation or appearance of the site.

Content Liability

We shall not be held responsible for any content that appears on your web pages. You agree to protect and defend Anchorpoint Counseling Ministry against all claims that arise from your web pages. No link(s) should appear on any web pages that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our website. You shall approve the immediate removal of all links to our website upon request. We also reserve the right to amend these terms and conditions and our linking policy at any time.

Removal of links from our website

If you find any link on our website that is offensive for any reason, you are free to contact and inform Anchorpoint Counseling Ministry at any time. We will consider requests to remove links, but we are not obligated to respond to you directly.

Warranties Disclaimer

We do not warrant that the information on the website is correct. We also do not warrant the completeness or accuracy of the website, nor do we promise to ensure that the website remains available or that the material on this website is kept up to date. THE INFORMATION AND MATERIALS ON THIS WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED.

We do not warrant that the functions of the website will be uninterrupted or error-free. WHILE WE MAKE REASONABLE EFFORTS TO ENSURE THE SECURITY OF THIS WEBSITE, WE DO NOT WARRANT AGAINST ANY POTENTIAL DEFECTS, VIRUSES, WORMS, TROJAN HORSES, OR HARMFUL COMPONENTS.

Anchorpoint Counseling Ministry will not be held liable for:

- the contents of any messages, communications, or information provided to Anchorpoint Counseling Ministry by you or another party
- the contents of any other web pages linked, directly or indirectly, from this website that are not controlled, owned, or operated by Anchorpoint Counseling Ministry
- any damages or injury caused by your accessing and/or interacting with this website

As a registered organization in the Commonwealth of Pennsylvania, Anchorpoint Counseling Ministry and these terms and conditions are governed by the laws of the Commonwealth as well as applicable federal laws. We make no guarantees that the materials and information shared on this website are compliant with the laws of other jurisdictions, or that this website and its functionalities are available for use in other locations. IF YOU ACCESS OR USE THIS WEBSITE FROM ANOTHER LOCATION, YOU TAKE FULL RESPONSIBILITY AND AGREE TO COMPLY WITH ANY APPLICABLE LAWS IN YOUR AREA.

To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury; or
- limit or exclude our or your liability for fraud or fraudulent misrepresentation; or
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the warranties disclaimers described above; and (b) govern all liabilities arising under these disclaimers, including liabilities arising in contract, in tort, and for breach of statutory duty. AS LONG AS THE WEBSITE AND THE INFORMATION AND SERVICES ON THE WEBSITE ARE PROVIDED FREE OF CHARGE, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY NATURE.

Indemnification

You agree to indemnify, defend, and hold harmless Anchorpoint Counseling Ministry, its directors, officers, employees, agents, and representatives from all claims, liabilities, damages, and expenses (including reasonable attorneys' fees) resulting from your use of the website and any claimed breach of these terms and conditions of use, including negligent or wrongful conduct.

Remedies

You understand and agree that Anchorpoint Counseling Ministry is entitled to pursue remedies in response to any breach of these terms and conditions by you or another user. Remedies may include monetary damages, injunctions, specific actions, or other equitable relief.

Waiver

Anchorpoint Counseling Ministry's failure to enforce any of these terms and conditions shall not be construed as a waiver of any prior or future breach of any provision of these terms and conditions.

Survival of Provisions

Each of these terms and conditions of use should be applied and will survive independently, even if any of the others are deemed inapplicable or unenforceable or if the agreement is terminated. In the event of legal action, these terms and conditions of use will be severable and enforced separately to the fullest extent allowed.