

Johnson Ferry Baptist Church Website Terms of Use

Effective Date: [DATE]

Johnson Ferry Baptist Church (“us”, “we”, “our”, “the Church”, or “Johnson Ferry”) welcomes you to our website (the “Site”). These Terms of Use (the “Terms”) govern when you access the Site, access or use our mobile application (our “App”), and any other platform provided by us (collectively the “Services”).

ACCEPTANCE OF THESE TERMS

Please read these Terms carefully before accessing or using the Site as these Terms impact your legal rights. If you choose to access and use the Site, you are entering into a binding contract with Johnson Ferry in accordance with these Terms. If you do not agree to these Terms, you should not use the Site.

ARBITRATION NOTICE – CLASS ACTION WAIVER AND WAIVER OF JURY TRIAL

These Terms contain a mandatory mutual Arbitration Agreement (“Arbitration Agreement”). Under that Arbitration Agreement, you agree that we will resolve all disputes between us by binding arbitration on an individual basis. You understand that both of us are giving up the right to bring or participate in a class action or mass arbitration, the right to a court proceeding or the right to a jury trial.

COOKIES, PIXELS, SESSION REPLAY AND OTHER TRACKING TECHNOLOGIES (“ADTECH”)

We use cookies, pixels, session replay and other tracking technologies (“AdTech”) on our Site. We use AdTech to collect and perform data analytics, to record how you interact with the Site and our content, including where you direct your mouse, the information you type, and other user related activities and to serve you with targeted advertising. By visiting and using our Site, you are consenting to our use of AdTech and you understand and agree that we may share personal information about you which we collect from the use of AdTech with our third-party advertising and analytics partners. For more information about how we use AdTech, please see our [LINK TO PRIVACY POLICY].

CHANGES TO THESE TERMS

We reserve the right to change these Terms at any time. All changes will be effective immediately upon posting to the Site. Each time you access or use the Site after changes are posted, you consent to those changes. Material changes will be conspicuously posted on the Site, at the top of these Terms or communicated to you. If you disagree with any future changes to these Terms, you may discontinue the use of the Site. If you continue use the Site after we have posted updated Terms, we understand that you accept those changes.

TERMS OF USE

1. PRIVACY POLICY

We may collect certain personal information from you when you use the Site. Personal Information means information that identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly, with you or your household. Personal Information does not include publicly available information or aggregated information that does not include personal identifiers. We handle personal information in the manner described in our [LINK TO PRIVACY POLICY]

2. OWNERSHIP OF THE SITE AND ITS CONTENT: INTELLECTUAL PROPERTY

- **Ownership of Site and Content**

Johnson Ferry owns and operates this Site and its Content. “Content” means the materials, articles, writings, product names and descriptions, text, designs, audio and video clips, graphics, charts,

photographs, illustrations, data, interfaces, icons, images, software, computer code, hypertext markup language (“**HTML**”), scripts, compilations, metadata, active server pages, documentation, and other components visible from or which permit the Site to operate, including the design, selection and arrangement of those materials. The Site and its Content are exclusively owned or made available by Johnson Ferry.

- **Intellectual Property Rights**

The Site and the Content are the subject of certain copyrights, trademarks, trade secrets, database rights, and other intellectual property or proprietary rights. (“**Intellectual Property Rights**”) and may not be used except as expressly provided in these Terms without advance written permission from Johnson Ferry. You may not change, publish, display, transmit, transfer, sell, reproduce, make derivatives of, distribute, perform, or exploit, any of the Content. Any unauthorized use of the Site or the Content, or any other Intellectual Property Rights which belong to Johnson Ferry, or any third party, is strictly prohibited and may be prosecuted to the fullest extent of the law. The Site and Content may contain references to third-party trademarks and copies of third-party copyrighted materials, which are the property of their respective owners.

- **Trademarks**

Johnson Ferry’s name, trademarks, trade dress and logos (“**Trademarks**”) used on or in connection with the Site and the Content may not be used in connection with any product or service that is not under Johnson Ferry’s ownership or control. Johnson Ferry’s Trademarks may not be used in any manner that is likely to cause confusion among patrons or in any manner that disparages or discredits Johnson Ferry or any of its affiliates. All Trademarks, including all related goodwill, shall remain the sole and exclusive property of Johnson Ferry.

3. WEBSITE PURPOSE

We provide the Site and its Content as a convenience to our parishioners, patrons, volunteers, visitors, employees, and job applicants. While we try to maintain accurate information on our Site, we make no representation as to the completeness or accuracy of the Content. Some Content on the Site may be incomplete, may contain errors or may be outdated.

These Terms permit you to use the Site for your personal, non-commercial use only and no portion of this Site may be reproduced, duplicated, copied, sold, resold or otherwise exploited for any purpose that is not expressly permitted by Johnson Ferry.

We reserve the right, in our sole discretion: (a) to correct any errors, inaccuracies or omissions on the Website; (b) to change descriptions, images and references of the programs and services provided by Johnson Ferry; (c) to add, modify or delete any Content contained on our Site; (d) to update information at any time with or without notice; or (e) to suspend or discontinue the Site at any time. All rights not expressly granted herein are reserved by Johnson Ferry.

4. ACCEPTABLE USE

If you use the Site and its Content, you must comply with the following restrictions:

- **No Scraping.** You are prohibited from accessing the Site and Content with any robot, spider, web crawler, script, service, scraping tool, software or any other manual or automated process or device in order to scrape, copy or retrieve Content from the Site.
- **No Copying or Republication.** You are prohibited from copying the Content, except for personal use without our prior written agreement.

- **No Unauthorized Sharing of Content.** You may not modify, adapt, translate, copy, distribute, publish, re-publish, transmit, display, perform, reproduce, reuse, sell, resell, license, create derivative works of, or transfer the Content.
- **No Linking or Framing.** You may not link or frame to any pages of the Site or any Content except as may be specifically authorized by Johnson Ferry in advance and in writing. If you use any authorized link to the Site, you must not use the link in any way that does or has the potential to, in our sole discretion, damage or dilute the reputation of Johnson Ferry or the goodwill associated with Johnson Ferry and must not create the false appearance that any program, person, or entity is associated with or sponsored by Johnson Ferry.
- **No Inappropriate Content.** You agree not to submit any materials that are vulgar, profane, abusive, hateful, or which use sexually explicit language, epithets or slurs, text or images in poor taste, inflammatory attacks of a personal, sexual, racial, or expressions of bigotry, racism, discrimination or hate or that harms or is inappropriate for minors to view.
- **Limits on User-Generated Materials.** You agree not to submit any materials that are defamatory, threatening, disparaging, inflammatory, false, misleading, deceptive, fraudulent, inaccurate, or unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights or right of publicity of any third party, is harmful or offensive to any individual or community, contains any actionable statement, tends to mislead or reflect unfairly on any other person, business or entity or submit materials that contain copyrighted content without the express permission of the owner of the copyrights in the content.
- **Protection of Intellectual Property Rights.** You shall not commit any acts of infringement on or in connection with the use of the Site or Content.
- **No Use with AI.** You are prohibited from using or incorporating the Content into any large learning model, algorithmic software program, data set, AI Model or generative AI tool, including, but not limited to, training or using the Content in developing or operating a machine learning or artificial intelligence (“AI”) system.
- **Protection of Personal Information.** You will not disclose any personal information or image of another individual without that person’s prior written consent or, in the case of minors, without the prior written consent of their parent or legal guardian.
- **No Harmful Behavior.** You will not submit inaccurate information via the Site, commit fraud or falsify information in connection with your use of the Site, or act maliciously against the interests or reputation of Johnson Ferry. You will not interfere with another person’s or entity’s use or enjoyment of the Site or its Content. You will not use the Site to submit chain letters, junk mail, or for spamming.
- **No Impersonations.** You may not impersonate or attempt to impersonate another user or person when using the Site or its Content.
- **No Commercialization.** You shall not advertise, promote or offer to trade any goods or services using the Site or the Content.
- **No Harassment.** You will not harass, annoy, intimidate, or threaten any Johnson Ferry members, parishioners, patrons, volunteers, employees or any third party when using the Site or its Content.
- **No Interference with the Operation of the Site.** You will not engage in activities designed to disable, damage, change the functionality or appearance of the Site or render the Site inoperable or to make it more difficult to use. You will not use the Site to access our network or infrastructure.

- **No Hacking.** You will not attempt to gain unauthorized access to other computer systems from or through the Site or your account; not to upload, post, or transmit malware, viruses, Trojan horses, worms, time bombs, cancelbots, ransomware, or other harmful, disruptive, or destructive files or computer programming routines (“**Malware**”); and not to disrupt, interfere with, or otherwise harm or violate the security of the Site, system resources, accounts, passwords, servers, or networks connected to or accessible through the Site.
- **No Violation of Applicable Laws.** You are expressly prohibited from using the Site or its Content in violation of any applicable federal, state or local laws, rules or regulations of the United States.
- If you take actions in violation of this Section, we may suffer irreparable harm for which monetary damages may be insufficient. Therefore, we have the right to seek immediate injunctive relief, as well as pursue any other remedy available at law or at equity, without the need to post a bond. We may also terminate your access to the Site and the Content.

5. USER CONTENT

Subject to the limitations set forth herein, you may submit, post, or upload photographs, comments, video clips, reviews and other communications and content to the Services or through social media websites (“**User Content**”).

When you submit User Content, you represent and warrant to us that (i) you own or have the necessary rights to use and share the Content, (ii) the posting of the Content does not violate any rights of any person or entity, and (iii) you have no agreement with or obligations to any third party that would prohibit your use of the Site or Services in the manner so used. You acknowledge and agree that we may, in our sole discretion, remove Content at any time and for any reason.

You agree not to include any personally identifiable information about yourself or any other person in any User Content except as requested or required by Johnson Ferry.

By submitting any User Content in the Services, you give us and our affiliates a perpetual, nonexclusive, irrevocable, royalty-free, fully-paid, sublicensable and fully-transferable, worldwide license to all intellectual property rights you own or control to use, transmit, reproduce, commercialize, distribute, modify, create derivative works from, and otherwise exploit such User Content for any and all purposes and without further notice to you, attribution, and without the requirement of any permission or payment to you or any other person or entity, except as otherwise expressly provided herein.

6. DIGITAL MILLENIUM COPYRIGHT ACT

We respect the intellectual property rights of others, and we ask that you do the same. The Digital Millennium Copyright Act (“**DMCA**”) (17 U.S.C. § 512) provides a remedy for copyright owners who believe that material appearing on the Internet infringes their rights under US copyright law.

If you are a US copyright owner and believe Content on the Site infringes upon your copyright, you may request that we remove that infringing Content from the Site. If you are a copyright owner and believe that we have removed your work by mistake or have misidentified your work, you may respond by sending us a counter-notice. Please send your notice to our DMCA agent at the following addresses:

By email to: info@jfb.org

By mail to: Johnson Ferry Baptist Church
955 Johnson Ferry Road

Marietta, GA 30068

Your notice (or counter-notice) must include the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works on the Site (not needed for counter-notices).
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled (or for counter-notices, identification of the material that you in good faith believe was removed as a result of a mistake or misidentification), and information reasonably sufficient to permit us to locate the material.
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the person providing notice is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We will promptly investigate any claims of copyright infringement upon receipt of a notice or counter-notice. We will only respond to notices and counter-notices that comply with applicable law. If we receive a valid notice of alleged copyright infringement, we will remove the materials and take reasonable steps to contact the owner of the removed materials so that the owner is given the opportunity to respond with a counter-notice.

It is our policy to terminate repeat infringers' use of the Site, such as by terminating or disabling accounts (if applicable).

7. GIVE ONLINE

When you give money to Johnson Ferry through the Site, you may do so by making a One-Time Donation or a Recurring Donation. Payments through the Site are managed by our third-party service provider ACS Technologies ([Privacy Policy](#) | [ACSTechnologies Help Center](#)). You authorize ACS Technologies to store and use your payment card for donations made to Johnson Ferry.

8. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ITS CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. JOHNSON FERRY DOES NOT GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE SITE OR ITS CONTENT. JOHNSON FERRY DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS IN THE SITE OR CONTENT WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF MALWARE. JOHNSON FERRY IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL ERRORS ON THE SITE OR IN THE CONTENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JOHNSON FERRY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SITE AND ITS CONTENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

JOHNSON FERRY HAS NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATION OR USER-GENERATED MATERIAL.

YOU USE THE SITE AND ITS CONTENT AT YOUR OWN RISK AND YOU, ALONE, ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, SOFTWARE, SYSTEMS, AND NETWORKS, ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY INFORMATION FROM THE SITE, AND FOR ANY OTHER DAMAGE THAT MAY BE INCURRED FROM USING THE SITE, THE CONTENT OR THE USER-GENERATED CONTENT.

9. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE AND ANY INFORMATION SENT OR RECEIVED IN CONNECTION THEREWITH, MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU ASSUME RESPONSIBILITY FOR THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION TO YOUR COMPUTER SYSTEM OR OTHER PROPERTY.

IN NO EVENT SHALL JOHNSON FERRY, ITS AFFILIATES, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE OR WITH THE DELAY OR INABILITY TO USE THE SITE, OR FOR ANY INFORMATION, SOFTWARE AND SERVICES OBTAINED THROUGH THE SITE, JOHNSON FERRY'S REMOVAL OR DELETION OF ANY MATERIALS ON THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF JOHNSON FERRY OR ANY OF ITS AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

THIS WAIVER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT JOHNSON FERRY, ITS AFFILIATES, OR LICENSORS SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITE.

THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT THAT APPLICABLE LAW PERMITS, IN ALL ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY.

10. CAP ON DAMAGES

IN NO EVENT SHALL JOHNSON FERRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, ARISING FROM OR RELATED TO THE USE OF THE SITE, THE CONTENT OR THE USER-GENERATED CONTENT, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED (A) THE

AMOUNT PAID BY YOU TO JOHNSON FERRY FOR ANY SERVICES, IF ANY, OR (B) \$100, WHICHEVER IS LESS. THESE LIMITATIONS SHALL APPLY NOT WITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

IF YOU ARE DISSATISFIED WITH THE SITE OR THE CONTENT, DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS, OR INCUR ANY LOSS OR DAMAGE OF ANY KIND IN CONNECTION WITH THE SITE OR THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SITE AND THE CONTENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Johnson Ferry from and against any claim, demand, damage, loss, liability, complaint, action, judgment, settlement, fines, penalties, costs, and expenses, whether direct, indirect, consequential, or otherwise, and including reasonable attorneys' fees, made by anyone in connection with your access to or use of the Site, the Content, or the User-Generated Content from alleged infringement of Intellectual Property Rights or other rights of any person or entity relating to the Site, your violation of these Terms, or any other acts or omissions relating to the Site or the Content. We reserve, and you grant to us, the exclusive right to assume the defense and control of any matter subject to indemnification by you.

12. THIRD PARTY WEBSITES

The Site may contain links to or references to third-party websites, resources and advertisers (**collectively, "Third-Party Websites"**). Your linking to such Third-Party Websites is at your own risk. Under no circumstances shall Johnson Ferry be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to you in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third-Party Websites.

Johnson Ferry is not responsible for the availability of these Third-Party Websites, nor is it responsible for the aesthetics, appeal, suitability to taste or subjective quality of informational content, advertising, products or other materials made available on or through such Third-Party Websites. No endorsement of any third-party content, information, data, opinions, advice, statements, goods, services or products is expressed or implied by any information, material or content of any third party contained in, referred to, included on, or linked from or to, the Site. You should direct any concerns to the respective Third-Party Website's administrator or webmaster.

13. SOCIAL MEDIA WEBSITES

Johnson Ferry participates in Social Media platforms such as Facebook, X (formerly Twitter), Instagram and YouTube ("**Social Media**") that enable online sharing and collaboration among customers. The Site may allow you to connect to and share information with these various Social Media platforms. These features may require us to implement cookies, plug-ins, and application protocol interfaces ("**APIs**") provided by those Social Media platforms to facilitate those communications and features.

By choosing to use any third-party Social Media platform or choosing to share content or communications with any Social Media platform, you allow us to share information with the designated Social Media platform. We cannot control any policies or terms of any third-party Social Media platforms. Your use of Social Media is governed by the privacy policies and terms of the third parties that own and operate those websites and not by these Terms. We encourage you to review those policies and terms. As a result, we

cannot be responsible for any use of your information or content by a third-party platform, which you use at your own risk.

Johnson Ferry uses the YouTube API Services to allow you to access YouTube content from our Site. By accessing such content, you are agreeing to be bound by YouTube's Terms of Service which can be found at <https://www.youtube.com/t/terms>.

14. MANDATORY DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE; CLASS ACTION WAIVER AND JURY TRIAL WAIVER

WAIVER OF RIGHTS

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER. THIS COVERS ANY DISAGREEMENT, DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATED TO THESE TERMS, YOUR USE OF OUR SERVICES, CONTENT, OR USER CONTENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (“DISPUTE”) EXCEPT THE FOLLOWING:

- ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; AND
- ANY DISPUTE TO SEEK TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION.

EACH PARTY MAY PROCEED IN ANY DISPUTE ONLY IN THAT PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. A PARTY'S CLAIM MAY BE PART OF A MASS ARBITRATION IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT.

BY ENTERING INTO THIS ARBITRATION AGREEMENT, INDEPENDENT OF THE REMAINING PROVISIONS OF THESE TERMS, AND BY AGREEING TO A WAIVER OF CLASS ACTIONS, EACH OF US IS GIVING UP CERTAIN RIGHTS INCLUDING:

- **THE RIGHT TO FILE A LAWSUIT OR HAVE A JURY TRIAL. INSTEAD, WE WILL HAVE A HEARING BEFORE A NEUTRAL ARBITRATOR. THERE IS NO JUDGE OR JURY IN ARBITRATION AND THE DISCOVERY AND APPEAL PROCESS IS DIFFERENT.**
- **THE RIGHT TO PURSUE CLASS ACTIONS, COLLECTIVE, OR REPRESENTATIVE CLAIMS IN COURT.**

GOOD FAITH NEGOTIATIONS

Johnson Ferry prefers to resolve Disputes by negotiating in good faith. Either party may attempt to resolve a Dispute through good faith negotiations. In the event of a Dispute, each party shall first send written notice of the Dispute, which includes your name, address, email address, phone number and a description of the relief being sought (“**Dispute Notice**”). Within 30 days after delivery of the Dispute Notice (unless mutually agreed by the parties), the parties shall meet virtually at a mutually acceptable date and time

electronically. At no point during this time shall either party initiate litigation or arbitration, except for Disputes subject to injunctive or other equitable relief. If the parties cannot resolve the Dispute within 60 days of the Dispute Notice, either party may pursue individual arbitration proceedings as described below.

MUTUAL ARBITRATION AGREEMENT

Arbitration of Individual Disputes.

Any Dispute which cannot be resolved through good faith negotiations, must be pursued through binding arbitration as described in this Section (“**Arbitration Agreement**”). The arbitration shall be administered before a single arbitrator.

Scope of Arbitrator’s Decision Making

The parties agree that a single arbitrator shall decide all Disputes and all related issues excluding: (a) issues expressly reserved in the Terms for a court decision; (b) issues that relate to the scope, validity, and enforceability of the Arbitration Agreement, class action waiver, jury waiver or any of the dispute resolution provisions of this Agreement; (c) issues that relate to the arbitrability of any Dispute; (d) whether a Dispute is barred by the statute of limitations or a contractual provision in these Terms; (e) issues related to the scope, application and enforceability of the waiver provisions are for the court to decide or (f) whether filing of a demand for arbitration was authorized by a party. All other issues are for the arbitrator to decide.

Final and Binding Decision

The decision of the arbitrator will be final and binding and will not have precedential effect. The arbitrator shall not have the authority to award damages outside of those set forth in these Terms. Any final award or judgment may be filed and enforced in any court of competent jurisdiction. Any arbitration proceeding may not be consolidated or joined with any other proceeding and will not proceed as a class action, class arbitration or mass arbitration except for as provided in these Terms.

Applicability of the Federal Arbitration Act (“FAA”)

The parties acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce, and the Federal Arbitration Act, 9 U.S.C. Sections 1–16, shall govern the interpretation, enforcement, and proceedings pursuant to this Arbitration Agreement. The parties expressly agree that any and all actions taken under the Arbitration Agreement and related provisions, including but not limited to all filings, orders, judgments, and awards made in any arbitration proceeding, are confidential and may not be disclosed to any third party.

Survival

This Arbitration Agreement provision will survive the termination of these Terms.

American Arbitration Association Proceedings

All arbitrations shall be filed with and administered by the American Arbitration Association (“**AAA**”) in accordance with its Patron Arbitration Rules and the Supplementary Rules for Multiple Case Filings (collectively, the “**AAA Rules**”). For more information, please see the American Arbitration Association website at www.adr.org.

If the arbitrator finds the costs and fees of an arbitration you initiate will be prohibitive as compared to litigation in court, we will pay as much of your arbitration filing and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Payment of fees will be governed by AAA

rules. AAA has discretion to reduce fees and a good-faith challenge to the fees does not constitute a waiver or breach of this Agreement.

Mass Arbitrations

If 25 or more arbitration demands asserting the same or substantially similar claims, and seeking the same or substantially similar relief are submitted to AAA with the assistance or coordination of the same law firm(s) or legal entities against either party (a “**Mass Filing**”), the parties agree (i) to administer the Mass Filing in batches of 10 demands per batch with only one batch filed, processed, and adjudicated at a time; (ii) to designate one arbitrator for each batch; (iii) to accept applicable fees, including any related fee reduction determined by AAA Rules in its discretion; (iv) that no other demands for arbitration that are part of the Mass Filing may be filed, processed, or adjudicated until the prior batch of 10 is adjudicated; (v) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by us, you and other claimants, shall only be due after your demand for arbitration is included in a set of batch proceedings and that batch is properly designated for filing, processing, and adjudication; (vi) that the staged process of batched proceedings, with each set including 10 demands, shall continue until each demand (including your demand) is adjudicated or otherwise resolved; and (vii) to make good faith efforts to resolve each batch of demands within 180-days, failing which any party may cease arbitration and file in a court of competent jurisdiction.

Appointment of Arbitrator for Batch Proceedings; Procedural Arbitrators

Arbitrators will be selected in accordance with the applicable AAA Rules. The parties agree to cooperate in good faith with each other and with AAA to implement a “batch approach” to provide for an efficient resolution of claims, including the payment of combined reduced fees, set by AAA in its discretion, for each batch of demands.

The parties shall cooperate with each other and with AAA to establish any other processes or procedures that will provide for an efficient resolution of any claims. If the parties cannot agree on a batching process, the parties agree that AAA shall appoint a procedural arbitrator. This “**Batch Arbitration**” provision shall not increase the number of demands necessary to trigger the applicability of AAA’s Mass Arbitration Supplementary Rules or authorizing class arbitration of any kind.

Johnson Ferry does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances. The parties agree that this batching provision is critical to this Section. If the batching provision in this Section is found to be invalid, unenforceable or illegal, then this Section shall be null and void, and neither party shall be entitled to arbitrate any claim that is a part of the Mass Filing.

Mediation Following First Batch in a Mass Filing

The results of the first batch of demands will be given to a AAA mediator selected from a group of 5 mediators initially proposed by AAA. Johnson Ferry and counsel for the remaining claimants’ have the right to strike one mediator and then rank the remaining mediators and the highest collectively ranked mediator being selected.

The selected mediator is responsible for attempting to resolve the Dispute in the Mass Filing. The parties will then have 90 days (the “**Mediation Period**”) to agree on a resolution or substantive methodology for resolving the outstanding demands. If the parties are unable to resolve the outstanding demands during the Mediation Period and cannot agree on a methodology for resolving them through further arbitrations, either we or any remaining claimant may opt out of the arbitration process and have the demand(s) proceed in a

state or federal court located in Cobb County, Georgia. Notice of the opt-out will be provided in writing within 60 days of the close of the Mediation Period. If neither party opts out and they cannot agree to a method for resolving the remaining demands through further arbitration, the arbitrations will continue with the batching process. Absent notice of an opt-out, the arbitrations will proceed in the order determined by the sequential numbers assigned to demands in the Mass Filing.

Location and Manner of Arbitration

Any scheduled preliminary hearing(s) will take place over telephone or online video conferencing platform. For any claim where the total amount of the award sought is \$10,000 or less, unless you request to have an in-person hearing, the arbitration shall be conducted solely based on telephone or online appearances and/or written submissions. If the claim exceeds \$10,000, the hearing will take place in Cobb County, Georgia, unless otherwise agreed to in writing by all parties to the arbitration.

Opt Out

If you wish to opt out of this Arbitration Agreement, you must, within forty-five (45) days of first using the Website or the Content, email Johnson Ferry stating “Request to Opt Out of Arbitration Agreement” at info@jfb.org. If you opt out of this Arbitration Agreement, all other parts of these Terms will still apply to you. This opt-out does not apply to the class action waiver provided below. Opting out of the Arbitration Agreement in these Terms has no effect on any other current or future Arbitration Agreements you may have with us.

Modification

If we modify this Arbitration Agreement, you may reject that change by sending us written notice within thirty (30) days of our posting of the change, in which case you must stop using the Services and the Content.

Applicable Law

Georgia law applies to any arbitration under these Terms, but the FAA governs the interpretation and enforcement of the Arbitration Agreement.

Enforceability

If any of the Terms of this Arbitration Agreement, including this class action waiver, are deemed invalid or unenforceable, neither party may use arbitration to resolve disputes under these Terms and all disputes will be resolved through litigation.

Waiver of Jury Trial & Class Actions

Except as otherwise provided in these Terms, the parties hereby waive their constitutional and statutory right to go to court and have a trial in front of a judge or a jury, instead electing that all claims and disputes shall be resolved by arbitration under these Terms. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and us in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, you waive all rights to a jury trial, instead electing that the dispute be resolved by a judge. All claims and disputes within the scope of this section must be arbitrated or litigated on an individual basis and not on a class basis and claims of more than one user cannot be arbitrated or litigated jointly or consolidated with those of any other user.

15. MOBILE ACCESS

If you use a mobile device to access the Site, you acknowledge and agree that: (a) you are solely responsible for all message and data charges that apply to use of your mobile device to access the Website; and (b) all such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details. You further understand that service may not be available in all areas at all times and may be affected by product, software, coverage or service changes made by your mobile service provider or otherwise. Additional terms and conditions may apply to your use of our mobile applications based on the type of mobile device that you use. By accessing or using the Site via a mobile device, you agree to these Terms and to any applicable terms of a mobile app you may use.

16. TERMS FOR APPS DISTRIBUTED THROUGH THE APPLE STORE OR GOOGLE PLAY STORE

Our Services and certain Content may be available through the Apple App Store or Google Play (collectively the “**Apps**”). You understand that these Terms are between you and Johnson Ferry, and not with Apple Inc. or Google, Inc. (each an “**App Distributor**”). Johnson Ferry, not the App Distributor, is solely responsible for the Services and their Content. If the restrictions in these Terms related to your use of the Services conflict with the terms and conditions provided by the applicable App Distributor, the App Distributor’s terms shall control.

- **Scope of License**

The licenses granted to you for the Services in these Terms are solely for use by you on a device that utilizes the Apple iOS or Android operating system, in accordance with the applicable App Distributor’s terms and conditions.

- **Maintenance and Support**

Johnson Ferry is solely responsible for providing maintenance of its Services and you agree that the App Distributor has no obligation to furnish any maintenance or support for the Services provided by Johnson Ferry.

- **Intellectual Property Rights**

Johnson Ferry, not the App Distributor, will be solely responsible for the investigation, defense, settlement, and discharge of any third-party intellectual property infringement claims related to the use of the Services and you must comply with applicable App Distributor terms when using the Services.

- **Third-Party Beneficiary**

You agree that the App Distributors, and their subsidiaries, are third party beneficiaries to these Terms as applicable to the Services, and that, upon your acceptance of these Terms, each App Distributor will have the right (and will be deemed to have accepted the right) to enforce these Terms (as applicable) against you as a third-party beneficiary thereof.

17. MISCELLANEOUS

- **Assignment**

Johnson Ferry may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign these Terms without our prior written consent.

- **Termination of the Services**

We reserve the right to make any changes to the Services in any manner and to deny or terminate your access to the Services in our sole discretion.

- **Notices and Electronic Communications**

All notices, consents, and other communications permitted or required to be given under these Terms must be in writing and addressed to the recipient and will be deemed given: upon delivery if personally delivered with fees prepaid, including by a recognized courier service; upon receipt if delivered by certified or registered United States mail, postage prepaid and return receipt requested, as indicated by the date on the signed receipt; or, where you are the recipient, upon delivery by email. These Terms and any other documentation, agreements, notices, or communications between you and Johnson Ferry may be provided to you electronically to the extent permissible by law. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.

- **No Waivers**

The failure of Johnson Ferry to exercise or enforce any right or provision of the Terms shall not constitute a waiver of said right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Johnson Ferry.

- **Severability**

If any part or parts of these Terms are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder shall continue in full force and effect.

- **Site Unavailability**

The Site and Content may be unavailable or limited for various reasons, and we shall not be liable to you for any such unavailability, including without limitation (i) hardware, software, server, network, or telecommunications failures; (ii) severe weather, pandemics, quarantines, fire, earthquake, etc.; (iii) regulatory restrictions and other acts of government; (iv) interruptions due to utility and power companies; or (v) interruptions due to hacking or other malicious intrusion.

- **Venue and Governing Law**

These Terms are governed by Georgia law, without giving effect to conflicts of law principles. You agree that, to the extent applicable and expressly subject to the dispute resolution provisions below, to submit to the exclusive jurisdiction of the state and federal courts located in Cobb County, Georgia in circumstances where these Terms permit litigation in court. We may assign, transfer, delegate, or otherwise hypothecate our rights under these Terms in our sole discretion. If we fail to enforce a provision of these Terms, you agree that such a failure does not constitute a waiver to enforce the provision (or any other provision hereunder). If any provision of these Terms is held or made invalid, the invalidity does not affect the remainder of these Terms. We reserve all rights not expressly granted in these Terms and disclaim all implied licenses.

- **Order of Preference**

In the event of a conflict between these Terms and any other agreement between the parties, these Terms shall prevail, unless expressly stated otherwise in these Terms.

- **Modifications of the Site and Content**

Johnson Ferry reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Site or the Content. Any programs, products, or services that may be mentioned on the Site or in the Content are subject to availability and additional terms may apply.

- **Cooperation with Law Enforcement**

Johnson Ferry will cooperate with law enforcement if you are suspected of having violated applicable laws. YOU WAIVE AND HOLD JOHNSON FERRY HARMLESS FOR ANY COOPERATION WITH, OR DISCLOSURE OF YOUR INFORMATION TO, LAW ENFORCEMENT RELATING TO YOUR SUSPECTED VIOLATION OF APPLICABLE LAWS.

- **Entire Agreement**

These Terms constitute the entire Agreement between Johnson Ferry and you with respect to your use of and access to the Site and its Content. This Agreement supersedes all prior or contemporaneous communications, understandings, and proposals, whether electronic, oral, or written, between you and Johnson Ferry with respect to the Site, and its Content.

18. CONTACT US

If you have any questions regarding these Terms, you can contact us at:

Johnson Ferry Baptist Church

955 Johnson Ferry Road

Marietta, GA 30068

Telephone: (770) 973-6561 (main line)

Email: info@jfbc.org