

ELCA Resource Catalog Terms and Conditions of Use PLEASE READ THESE TERMS AND CONDITIONS OF USE ("USER AGREEMENT") VERY CAREFULLY.

TERMS AND CONDITION OF SALE

TERMS AND CONDITION OF USE

BY VISITING, BROWSING, SHOPPING, ACCESSING OR OTHERWISE USING THIS WEB SITE (hereafter, "Site" or "Resource Catalog") OPERATED BY THE EVANGELICAL LUTHERAN CHURCH IN AMERICA (hereafter, "ELCA"). YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Important Information About This Legal Contract

You agree to this User Agreement, and all of its terms and conditions, by visiting, browsing, shopping, accessing or otherwise using the Site. These terms and conditions are subject to change without prior notice at any time, in the ELCA's sole discretion. By visiting, browsing, shopping, accessing or otherwise using the Site after a change has been posted to the Site, the Customer accepts that change. Customers should check this User Agreement and the Privacy Pledge frequently

Acceptance of Contract Terms

By using the Resource Catalog, you agree to be bound by this User Agreement and comply with all applicable laws and regulations, including U.S. export and re-export control laws and regulations. This Site is controlled and operated by the ELCA from its offices within the United States. The ELCA makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is not authorized. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

Any claim relating to, and the use of, this Site and the materials contained herein is governed by the laws of the state of Illinois without regard to conflict of law rules. You consent to jurisdiction of the federal and state courts located in Cook County, Illinois to hear any such claims if arbitration fails.

Access, Interference and Linking

The ELCA grants you a limited license to access and make personal use of the Site and not to download (other than page caching) or modify it, or any portion of it, except as provided below under "Use Restrictions," or with express written consent of the ELCA.

The following activity on the Site is expressly prohibited: Any non-personal or commercial use of any robot, spider, other automatic device, or manual process to monitor or copy portions of the Site or the content contained herein without prior written permission from the ELCA, the collection or use of any product listings, descriptions, or prices, from the Site for the benefit of another merchant that supplies products competitive with or comparable to those offered on the Site; and, any use of, visits to, or other action that imposes an unreasonable or disproportionately large load on the Site, or otherwise interferes with its proper and timely functioning.



Use Restrictions

The copyright in all material provided on this Site is held by the ELCA or by the original creator of the material. Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of the ELCA or the copyright owner. Permission is granted to display, copy, distribute and download the materials on this Site for personal, non-commercial use only, provided you do not modify the materials and that you retain all copyright and other proprietary notices contained in the materials. This permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded or printed materials. You also may not, without the ELCA prior written permission, "mirror" any material contained on this Site on any other server. Any unauthorized use of any material contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE ELCA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE MATERIALS ON THIS SITE, EVEN IF THE ELCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES..

Arbitration

By accessing the Site you agree that ANY CLAIM OR DISPUTE UNDER THE USER AGREEMENT WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If any inperson Hearing is required, it shall be held in Chicago, IL. Each party shall bear its own cost of any legal representation, discovery, or research required to complete arbitration.

Privacy

Please review our Privacy Notice, which also governs your visit to this Site. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use the Site only with a parent or guardian. The ELCA reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

Communications to the ELCA

Any communication or material you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post may be used by the ELCA for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, the ELCA is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the ELCA regarding the Resource Catalog or the Site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information.



Copyright Complaints

If you believe that your work has been copied in a way that constitutes copyright infringement, please contact:

ELCA Resource Catalog 8765 W Higgins Rd Chicago IL, 60631 Phone: 800-638-3522

Email: info@elca.org

Disagreement with These Terms and Conditions

If you disagree with any of the terms and conditions of this User Agreement, please do not visit, browse, shop, access or otherwise use this Site.

ELCA Resource Catalog Terms and Conditions of Sale

PLEASE READ THESE TERMS AND CONDITIONS OF SALE ("SALE AGREEMENT") VERY CAREFULLY.

THE CUSTOMER AGREES TO BE BOUND BY THIS SALE AGREEMENT AND ACCEPTS ITS TERMS AND CONDITIONS (UNLESS THE CUSTOMER HAS SIGNED A SEPARATE FORMAL PURCHASE AGREEMENT WITH THE ELCA. IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN).

Important Information About This Legal Contract

This Sale Agreement is a legal contract between the Customer and the ELCA. The Customer accepts this Sale Agreement by making a purchase, placing an order, or otherwise shopping on the Site. (References to "you" or "your" shall relate to the Customer. The terms and conditions of this Sale Agreement are subject to change without prior notice, except that the terms and conditions posted on the Site at the time the Customer initially places or modifies an order will govern the order in question.

This Sale Agreement constitutes the entire agreement between the Customer and the ELCA relating to the purchase or sale of goods or services on the Site. The Sale Agreement may only be modified or terminated with regard to goods or services that have been purchased or sold on the Site in a writing signed by the ELCA. Electronic records (including signatures), that are otherwise valid, shall be accepted under the Sale Agreement. The Customer consents to receiving electronic records, which may be provided via a web browser or e-mail application connected to the Internet; consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting the ELCA at the address provided below.

In the event of any conflict between the terms and conditions stated on your purchase order and this Sale Agreement or any terms and conditions on our invoice, you agree that the provisions of this Sale Agreement and our invoice shall control.



Governing Law

THIS AGREEMENT AND ANY SALES HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IL, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. THE CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL OR STATE COURTS LOCATED IN COOK COUNTY, IL FOR PURPOSES OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF THIS SALE AGREEMENT.

Title: Risk of Loss

Title to goods herein being purchased is retained by the seller until goods are paid for by the purchaser and at that time title passes to the purchaser. Loss or damage that occurs during shipping by a carrier selected by the ELCA is the ELCA's responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility.

Export Sales

If goods herein being purchased are being purchased for purposes of export, the Customer must obtain from the federal government certain export documentation before shipping to a foreign country. In addition, manufacturers' warranties for exported goods may vary or even be null and void for goods exported outside the United States. The Customer should inquire further regarding any questions.

General Legal Disclaimer

THE ELCA HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER BY THE ELCA IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

Internet Disclaimer

Internet connectivity requires access services from an Internet access provider. Contact your local access provider for rates, terms and conditions.

Pricing and Information Disclaimer

All pricing subject to change. For all prices, products and offers, the ELCA reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other circumstances.

While the ELCA uses reasonable efforts to include accurate and up-to-date information on the Site, the ELCA makes no warranties or representations as to the Site's accuracy. The ELCA assumes no liability or responsibility for any errors or omissions in the content on the Site.

Limitation of Liability

THE ELCA WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. THE ELCA WILL NOT BE LIABLE FOR PRODUCTS OR SERVICES NOT BEING AVAILABLE FOR USE. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES, THE ELCA IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID FOR PURCHASES MADE FROM THE RESOURCE CATALOG.



Arbitration

By accessing the Site you agree that ANY CLAIM OR DISPUTE UNDER THE USER AGREEMENT WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If any inperson Hearing is required, it shall be held in Chicago, IL. Each party shall bear its own cost of any legal representation, discovery, or research required to complete arbitration.

Orders, Payment Terms, Interest, Taxes

Orders are not binding upon the ELCA until accepted by the ELCA. Terms of payment are within ELCA's sole discretion. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. The ELCA may invoice parts of an order separately. Customer agrees to pay interest on all past due sums at the highest rate allowed by law. The Customer is responsible for sales and all other taxes (if any) associated with the order.

Freight Policy

Shipping and handling charges on all orders vary; contact your ELCA Resource Catalog account manager for our most current rates. For the Customer's protection, we ship only to the verified billing address associated with your credit card. In some circumstances, international shipping may be available. Please contact the ELCA for further details.

Return Policy

NO REFUNDS. All sales are final.

Credit Cards

Credit card charges are processed online after ordering the products and/or services.