

Terms and Conditions

These Terms and Conditions outline the rules and regulations for the use of ChurchOfPoppy.com (“the Site”). By accessing this website we assume you accept these Terms and Conditions (“the Terms”). Do not continue to use ChurchOfPoppy.com if you do not agree to take all of the Terms stated on this page.

Any new features or tools which are added to the Site shall also be subject to the Terms. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of these terms and conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

Accuracy

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

Cookies

We employ the use of cookies. By accessing ChurchOfPoppy.com, you agreed to use cookies in agreement with the ChurchOfPoppy.com Privacy Policy.

Most interactive websites use cookies to let us retrieve the user’s details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use Cookies.

License

Unless otherwise stated, ChurchOfPoppy.com and/or its licensors own the intellectual property rights for all material on ChurchOfPoppy.com. All intellectual property rights are reserved. You may access this from ChurchOfPoppy.com for your own personal use subjected to restrictions set in the Terms.

User Generated Content

Parts of the Site offer an opportunity for users to post and exchange information, media including audio, photo, and video, responses to our contact methods such as email, phone calls, SMS, and any other user generated content (“User Generated Content”) in certain areas of the website. User Generated Content does not reflect the views and opinions of ChurchOfPoppy.com, its agents and/or affiliates. User Generated Content reflect the views and opinions of the person who post their views and opinions. To the extent permitted by applicable laws, ChurchOfPoppy.com shall not be liable for the User Generated Content or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the User Generated Content on this website.

ChurchOfPoppy.com reserves the right to monitor all User Generated Content and to remove any User Generated Content which can be considered inappropriate, offensive or causes breach of the Terms.

You warrant and represent that:

- You are entitled to post the User Generated Content on our website and have all necessary licenses and consents to do so;
- The User Generated Content do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party;
- The User Generated Content do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material which is an invasion of privacy.
- The User Generated Content will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant ChurchOfPoppy.com a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your User Generated Content in any and all forms, formats or media.

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Certain content, products and services available via our Service may include materials from third- parties.

Third-party links on this site may redirect you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Disclaimer of Warranties and Limitation of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representations, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall ChurchOfPoppy.com, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any

errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Indemnification

You agree to indemnify, defend and hold harmless ChurchOfPoppy.com and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of the Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Severability

In the event that any provision of the Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

Termination

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of the Terms, we may also terminate this agreement at any time without notice.

Entire Agreement

The failure of us to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

The Terms and any policies or operating rules posted by us on this site or in respect to The Site constitutes the entire agreement and understanding between you and us and govern your use of the Site, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior version of the Terms).

Any ambiguities in the interpretation of the Terms shall not be construed against the drafting party.

Governing Law

The Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Santa Clara County, California, United States.