

Shepherd of the Valley Lutheran Church – Apple Valley, Minnesota

Privacy Policy

Introduction

Shepherd of the Valley Lutheran Church (“SOTV,” “we,” or “our”) values the trust and relationship it has developed with its members and friends. SOTV respects your privacy and is committed to protecting your personal information. To help preserve that trust and grow our relationship with you, we have developed a set of policies and practices (the “Policy”) regarding the protection, use, and disclosure of your personal information by SOTV; whether used, provided, or disclosed through our website at www.sotv.org (the “Website”), or via other SOTV-related publications or media. This Policy describes the types of information we may use and collect from you or that you may provide to SOTV through the Website or by or through other means, methods, and media.

Your Consent

Please read this Policy carefully to understand SOTV’s policies and practices regarding your personal information. By using the Website or otherwise providing personal information to SOTV, you consent to SOTV’s collection and use of your personal information, all as described in the Policy.

Information We May Collect

SOTV collects information on or through the Website or by other means, methods, and media that identifies you or your family, and other personal information (“Personal Information”). Personal Information may include, but is not limited to:

- Information you provide by filling in forms on the Website, such as signing up to volunteer or registering for an event;
- Contact information for you or your family members, such as first and last name, home or work address, birthdate, phone or fax number, email address, or social media links;
- Information relating to your personal interests, hobbies, etc.;
- Records and copies of your correspondence (including email addresses) if you contact us via the Website;
- Details of transactions you carry out through the Website;
- Information that is about you, but does not identify you, such as employment history and educational history.
- Your search queries on the Website; or
- Any other information that personally identifies you or your family that you choose to provide.

Children under the age of 13 are not the target audience for the Website. As such, SOTV does not knowingly solicit or collect Personal Information from children who are under the age of 13. If you are under the age of 13, please do not provide Personal Information to SOTV through or for the Website. Any information regarding children provided to or for the Website must be provided by a parent or responsible guardian.

User Contributions

You may provide information to be displayed or published on the Website or transmitted to other users of the Website, or to third parties (“User Contributions”). Although SOTV takes reasonable steps to secure the information you provide, no security measures are fail-safe or impenetrable. Also, SOTV cannot control the actions of other users of the Website with whom you may choose to share your User Contributions. Therefore, your User Contributions are posted on the Website and transmitted to others at your own risk.

Financial Transaction Information

SOTV does not accept or store any credit card information or bank account information that may be required for you to complete a transaction via the Website. SOTV uses one or more third party intermediaries to collect such financial information and to perform transaction processing services. If you perform a financial transaction with SOTV or our intermediary via the Website, the intermediary, and not SOTV, must request financial information from you, including but not limited to credit card and bank account information.

How SOTV May Use Personal Information

SOTV may use Personal Information that we collect about you or that you provide to SOTV, for purposes that, without limitation, include:

- Providing you with information or services that you may request from us;
- Allowing you to register for events and programs;
- Sending you news items or updates;
- Enabling you to make donations and for us to acknowledge them;
- Notifying you about changes to the Website or any services we offer or provide through the Website;
- Allowing you to apply for employment with SOTV;
- Any other purpose stated on the Website or otherwise disclosed to you when you provide information to us; and
- Any other purpose with your consent.

SOTV may share your Personal Information with consultants, third party service providers, and other third parties who act for or on behalf of SOTV. SOTV will not otherwise share your Personal Information with third parties except if required by law to do so, or in urgent circumstances, to protect personal safety, the public, or the Website. SOTV will not sell, rent, or trade Personal Information to anyone, and we will not disclose any Personal Information to others in ways different from what is described in this Policy.

Tools for Collection, Use, and Sharing of Information

As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions and patterns. These technologies do not identify you personally; they simply enable SOTV to compile statistics about our Website visitors and their use of the Website.

The information collected may include information from a web browser such as browser type and browser language, date and time of your visit, actions taken on the Website such as the web pages

viewed and the links clicked, name of your Internet service provider, Internet Protocol (“IP”) address, the uniform resource locators (“URLs”) of the websites and pages you visit, information about the computer hardware and software you use, and other information that may become available due to your visit or use of the Website. The technologies we use for this automatic data collection may include:

- Cookies – A cookie is a small file placed on the hard drive of your computer. Cookies are used to recognize you on return visits to the Website, collect information related to your use of the Website, and to enable SOTV to enhance your browsing experience. Cookies may also be used to store Personal Information. You may elect to adjust your browser settings or use other means to prevent cookies from being placed on your computer. However, by doing so, you might experience reduced Website functionality and a less personalized browsing experience.
- Web Beacons – SOTV’s Website may contain small electronic files known as web beacons. Web beacons can recognize certain types of information on your computer, such as cookies. Web beacons allow us to compile information related to your use of the Website.

Third Party Use of Cookies and Other Tracking Technologies

SOTV may engage third parties to track and analyze usage and other statistical information that has been collected on the cookies placed on your computer. The information provided to these third parties may be used for purposes that include operating and improving the services provided via the Website. The information provided by SOTV to such third parties does not include your Personal Information, however, the information may be associated with your Personal Information.

Links to Other Websites

The Website contains hyperlinks to websites that are not operated by SOTV. These hyperlinks are provided for your reference and convenience only, and to facilitate transactions and the delivery of information to you; the presence of these hyperlinks on the Website are not an endorsement by SOTV of the activities or content of these third party websites or their owners or operators. SOTV does not control these websites and is not responsible for their data practices. We recommend that you read the privacy policies of these third party websites before using these websites or providing any Personal Information.

Managing Your Personal Information

If you want to request access to, correct, or delete any Personal Information that you have provided to us, you may do so by sending us an e-mail at communications@sotv.org. Please request confirmation that your e-mail was received. We reserve the right to not make the corrections or deletions you request if doing so would violate any law or legal requirement or cause the information to be incorrect. If you delete your User Contributions from the Website, copies of your User Contributions may remain viewable on cached and archived pages, or might have been copied or stored by other Website users.

Social Media Policy

SOTV utilizes various forms of social media, including our Website, Facebook, Twitter, Instagram, and electronic and printed newsletters, to share photos and experiences illustrating the vibrant life of the SOTV congregation. SOTV endeavors to use appropriate discretion and respects the privacy rights of its members when using photos of adults engaged in SOTV activities, and is especially mindful of protecting

the safety of children that may appear in the photos. To that end, SOTV is committed to the following social media policy guidelines:

- We don't include a person's name in the caption of photos unless that person has given consent on behalf of herself/himself, or on behalf of her/his child
- If requested by the photographer, we will give credit to the photographer on the photo or in the caption. We will also honor any copyright restrictions made known to SOTV.
- We will remove any photo promptly upon request.
- When taking photos, we make reasonable efforts to
 - Not intrude into anyone's solitude, seclusion or private property without permission
 - Not publish - whether by photo or story - private information without permission
 - Not print any photo or story that presents the person or persons in a negative light
 - Not use a photo of any person for commercial purposes without that person's permission

Changes to the Privacy Policy

SOTV is continually improving and adding new functionality and features to this website, as it continues to improve and add to its existing ministries, services, and programs. Because of these ongoing changes, changes in the law, and the changing nature of technology, SOTV's privacy practices and policies may also change. When and if SOTV's privacy practices and policies change, we will post the changes on the Website. We encourage you to check the Policy periodically for updates.

Contact Us

If you have questions or comments about SOTV's Privacy Policy, contact us at:

Shepherd of the Valley Lutheran Church
12650 Johnny Cake Ridge Road
Apple Valley, MN 55124
www.sotv.org
952.432.6351

Website Terms of Use

By Using this Website, You Agree to These Terms of Use. These Terms of Use and any documents referenced in these Terms of Use (collectively, “Terms”), govern your use of www.sotv.org and the content, images, features, and functionality of this Website. For purposes of these Terms, “You,” “you,” or “your” means the person using this Website; and “we,” “our,” “us,” and “SOTV” means Shepherd of the Valley Lutheran Church of Apple Valley, Minnesota. Please read these Terms carefully before you use our Website. By using our Website, you agree to these Terms, our Privacy Policy and our Copyright Policy. You can view our Privacy Policy at <https://www.sotv.org/wp-content/uploads/2019/11/SOTV-privacy-policy.pdf>. Our Copyright Policy appears in the paragraph below, entitled “Copyright Policy.” If you do not want to agree to these Terms, our Privacy Policy, and our Copyright Policy, do not use our Website.

We May Change These Terms

We may change these Terms by posting the change on our Website. Changes are effective when posted. By using the Website after we post changes to the Terms you agree to the new Terms. You should check this page each time you use our Website, so you are aware of any changes to the Terms. If you do not want to agree to the new Terms, do not use our Website after the new Terms are posted.

Your Access to Our Website

You are responsible for the equipment and internet services you need to access and use our Website. You are responsible for anyone who accesses and uses our Website using your equipment or internet services. We may limit access to and use of all or parts of our Website. For parts of our Website, you may be asked to provide information, including information about yourself. All information you provide when accessing or using our Website must be correct, current, and complete. Personal information (e.g., name, age, address, phone number, email address) you provide our Website is governed by our Privacy Policy. By providing personal information to our Website, you consent to actions we take related to your personal information consistent with our Privacy Policy. If you have credentials (e.g., a user name and password) that allow you to access and use parts of our Website, you may not share them with anyone else or allow anyone else to use your credentials. You must notify us promptly if someone other than you uses your credentials to access and use our Website. You must logout or exit the parts of our Website using your credentials at the end of each session. You should use caution when accessing parts of our Website requiring your credentials from a public or shared computer, because others may be able to view or record your credentials. We have the right to disable your credentials or access to portions of our Website requiring your credentials at any time, for any reason, without notice, at our discretion. SOTV may terminate or suspend your access to and use of all or any part of the Website, at any time, for any reason, without notice, at its discretion.

We Own our Website and Grant you Permission to Use Our Website Subject to These Terms

The Website and all associated intellectual property rights are owned by SOTV or its licensors. You may access and use our Website for your personal, non-commercial use only. In addition:

- You may temporarily store copies of the Website in RAM incidental to your access and use of the Website.
- You may store files related to the Website that are automatically cached by your Web browser for display enhancement purposes.

- You may print or download one copy of a reasonable number of pages of our Website for your own personal, non-commercial use.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device for your own personal, non-commercial use, provided you agree to our end user license agreements for such applications.
- If we provide social media features with certain content, such as the ability to link or connect with Facebook®, Twitter®, or similar programs or applications, you may take such actions as are enabled by these features.

You may not alter any copyright, trademark, or other proprietary rights notices appearing on our Website. Except as provided in this Section, you may not modify, reproduce, distribute, create derivative works based upon, publicly display or perform, or otherwise use or exploit any part of the Website. If you want to use the Website or any of its content other than as allowed by this section, please send your request to communications@sotv.org. Any use of our Website not allowed by these Terms is a breach of these Terms. If you breach these Terms, your right to access and use our Website ceases immediately and you must, at our option, return, or destroy all copies of our Website and its content in your possession. Except for the limited license granted to you to access and use our Website as provided in these Terms, you have no right, title, or interest in our Website. All rights not granted to you by these Terms are reserved by SOTV.

We Own Our Name and Trademarks

Shepherd of the Valley Lutheran Church, and all names, abbreviations, acronyms, logos, product and service names, designs and slogans of Shepherd of the Valley Lutheran Church, are trademarks of Shepherd of the Lutheran Church, or its affiliates, or licensors. You may not use our trademarks, or those of our affiliates and licensors without our written permission.

Prohibited Uses

You may not use our Website:

- In a way that is inconsistent with SOTV's mission and ministry;
- In a way that violates the law; or the intellectual property, contractual, statutory, common law, or other legal rights of any person;
- To promote criminal activity, obscenity, abuse, harassment, hate, pornography, discrimination, violence, or the exploitation of any person;
- To harass, abuse, exploit, threaten, or harm any person;
- For commercial purposes, to advertise, to solicit, or fundraise, without our written permission;
- To impersonate any person;
- In any way that may harm SOTV, or its reputation, or expose it to liability;
- To interfere with the proper working of our Website, any person's use of our Website, any person's internet use, or any person's computer, computer network, or mobile devices;
- To spread technologically harmful material (e.g., a virus, Trojan horse, worm, or a logic bomb);
or
- To gain unauthorized access to, interfere with, damage, or disrupt the servers hosting the Website, or any server, computer, or database connected to or using our Website.

User Contributions

Our Website may contain features allowing users to post or share content with other users (“User Contributions”). We may, in our sole discretion, elect to review User Contributions before they are posted. In any event, SOTV is not responsible for User Contribution content. We reserve the right to refuse to post a User Contribution, or modify, remove, or take any other action we determine appropriate regarding a User Contribution. You are responsible for your User Contributions, and your User Contributions must comply with these Terms. You represent and warrant your User Contributions are not confidential or proprietary. You acknowledge your User Contributions will not be treated by us as confidential or proprietary. You may not post content you want to keep confidential or that is proprietary. When you provide a User Contribution to our Website, you grant SOTV an unlimited, worldwide, assignable, transferable, sub-licensable, perpetual, non-terminable, royalty-free right; but not the obligation to modify, reproduce, distribute, prepare derivative works based upon, publicly perform and display, and otherwise use and exploit for any purpose. You represent and warrant that you have the right to grant SOTV this license.

Legal Action

We may take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of our Website. We will cooperate with law enforcement authorities, or court orders requesting or directing us to disclose the identity or other information of anyone accessing, using, or posting content on our Website.

Copyright Infringement

If you believe that any User Contribution violates your copyright, please see our Copyright Policy. It is the policy of SOTV to terminate a user’s access to or use of those portions of our Website which allow the user to post User Contributions if the user is a repeat infringer.

Our Privacy Policy

All information we collect about you through the Website is subject to our Privacy Policy.

Linking to Our Website and Social Media Features

If you link to our Website, you may not do so in a way that suggests an association between you and SOTV or approval or endorsement by SOTV, without our written permission. We may terminate your permission to link to our Website at any time, for any reason, without notice, at our discretion. Our Website may include social media features. You may use these social media features as provided by us, and in accordance with these Terms and any additional terms we provide governing your use of these features. We may disable any social media features or terminate your permission to use the social media features at any time, for any reason, without notice, at our discretion.

Links to Other Websites

Our Website may contain links to other websites and resources; these links are provided for your convenience only. We have no control over the content of those websites or resources, and accept no responsibility for them, or for any liability or loss that may arise from your use of them. If you decide to access another person’s or entity’s website or resource linked to this Website, you do so at your own risk and subject to the terms of use and privacy policies for those websites and resources.

Geographic Restrictions

As SOTV is in the United States, our Website is designed for users located in the United States, and not for users in other countries. Access to and use of the Website may not be legal by certain persons or in certain countries. If you access or use our Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Representation and Warranties/Exclusions and Disclaimers

YOUR USE OF OUR WEBSITE IS AT YOUR OWN RISK. OUR WEBSITE IS PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." SOTV MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING OUR WEBSITE AND EXCLUDES AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Our Limited Liability

SOTV AND ITS AFFILIATES AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, AND LICENSORS (COLLECTIVELY "SOTV PERSONS"), ARE NOT LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, RELATED TO YOUR USE OR INABILITY TO USE OUR WEBSITE, ANY WEBSITES LINKED TO OUR WEBSITE, OR ANY INFORMATION, GOODS, OR SERVICES OBTAINED THROUGH OUR WEBSITE. IN ADDITION, THE SOTV PERSONS ARE NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER THESE DAMAGES ARE FORESEEABLE OR THE SOTV PERSONS WERE ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THE LIMITATIONS IN THIS SECTION APPLY, EVEN IF YOUR REMEDIES FAIL THEIR ESSENTIAL PURPOSE. YOU ACKNOWLEDGE THE LIMITATIONS ON THE LIABILITY OF THE SOTV PERSONS AS STATED HEREIN ARE REASONABLE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THIS SECTION, THE PERSON'S LIABILITY IS TO BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Your Obligation to Defend and Indemnify Us

To the maximum extent permitted by applicable law, you shall indemnify and defend SOTV Persons against all losses, liabilities, claims, and actions of any kind, including reasonable attorneys' fees and other litigation or proceeding expenses, (collectively, "Losses"), arising from or related to: (i) your acts or omissions; (ii) your use of our Website; or (iii) your breach of these Terms.

Governing Law and Choice of Forum

Applicable U.S. federal laws and the laws of the State of Minnesota govern this Agreement. All actions related to our Website or these Terms must be brought in the United States District Courts located in Ramsey or Hennepin County, Minnesota, or the Minnesota state courts located in Dakota County, Minnesota. You submit to the exclusive jurisdiction of these courts.

One (1) Year Limitations Period

Should you bring any action against us related to our Website or these Terms, you must do so within one (1) year of the action accruing. You waive any right to file an action related to our Website or these Terms under any longer statute of limitations.

Jury Trial Waiver

You waive, to the extent permitted by applicable law, any right to a trial by jury, in any action between you and us related to this Agreement.

Wavier

Any failure of delay by SOTV to exercise any right under these Terms is not a waiver of that right. A waiver must be in writing and signed by an authorized representative of SOTV. SOTV's waiver of a breach of a provision of these Terms of Use is not a waiver of any subsequent breach of the same provision.

Severability

If a court having jurisdiction over a dispute between you and us, determines any portion of any provision of these Terms of Use is unenforceable under applicable law, the rest of that provision and these Terms of Use remains in effect to the extent permitted by applicable law. In addition, as to any provision determined to be unenforceable as written in these Terms of Use, the provision is not void, but rather it is the desire of you and us that the provision be reformed and enforced by the court to the extent permitted under applicable law, as if originally executed in that form by you and us.

Copyright Policy

We respect the intellectual property rights of others and request that users of the Website do the same. We may, at our discretion and in appropriate circumstances, terminate the accounts of users who infringe the intellectual property rights of others. Pursuant to the Digital Millennium Copyright Act, Pub. L. No. 105-304, 112 Stat. 2860 (Oct. 28, 1998), including but not limited to 17 U.S.C. § 512(c), notification of claims of copyright infringement relating to material on the Website should be sent to the following:

Name: Jennifer Davidson or Rick Summy

Address: 12650 Johnny Cake Ridge Road, Apple Valley, MN 55124

Telephone Number: 952.432.6351

Email: Jennifer.davidson@sotv.org or rick.summy@sotv.org

Entire Agreement

The foregoing Terms of Use are the entire agreement between you and SOTV with respect to your access to and use of our Website and supersedes any prior agreements between you and SOTV regarding your access and use of our Website.

Your Questions, Comments, or Concerns

SOTV welcomes your questions, comments and concerns about our Website. Please send them to communications@sotv.org.