**Terms and Conditions**

Effective Date: 10/1/2023

Please read these terms of use carefully before you use this website. You should also be familiar with our Privacy Policy.

Entering a page of this website will constitute acceptance of the terms and conditions of the terms of use. If you do not accept any of them, you should exit this website now.

On behalf of Abington Quarterly Meeting of the Religious Society of Friends Inc. ("Abington Quarter") located at 520 Meetinghouse Road, Jenkintown, PA 19046, the Content and services associated with this Website (“Website”) are provided by Hubb.Church (a trading name of Endis Ltd t/a Hubb Digital), a private  limited company incorporated in England (Company Number 04072126) and having its registered office at Knapwell Wood Farm Business Park, Cambridge, CB23 4NS, UK ("Hubb.Church"), to  you ("you" or "user"), subject to the following terms and conditions of use ("Terms of Use").

Use of this Website constitutes your acceptance of these Terms of Use, which take effect immediately on your first use of the Website. If you do not agree to these Terms of Use, you must not access or use the Website.

Abington Quarter reserves the right to change these Terms of Use. All changes are effective immediately when we post the revised Terms of Use on this Website. Abington Quarter further reserves the right at any time to make access to certain Content or services on this Website conditional on you agreeing to additional Terms of Use.

When we revise these Terms of Use we will post a notice on the Website’s home page and notify registered users via their preferred communication method. Your continued use of this Website after we post a revised Terms of Use constitutes your acceptance of the modified agreement.

**1. Accessing the Website**

We reserve the right to withdraw this Website, and to remove or amend any service or Content we provide on the Website, in our sole discretion without notice. We will not be liable if all, or any part of the Website, is unavailable at any time or for any period. From time to time we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.
There are three classes of users of this Website, each with different privileges and responsibilities:  unregistered users, registered users, and Website administrators.

Unregistered users are visitors who can access the public pages of the Website to learn about Abington Quarter and the Religious Society of Friends (Quakers). They must honor Intellectual Property Rights (Section 3 below), including Copyrights and Trademarks (Section 4), and not engage in Prohibited Uses (Section 5).

Registered users (“Registered Users”) can access private as well as public pages of the Website to learn about Abington Quarter's committees and view internal Abington Quarter Content, such as minutes of meetings. They may be given permission to post certain kinds of Content on specific pages. They, not Abington Quarter, are responsible for any Content they post or upload and must ensure that it is accurate and up-to-date when they post or upload it, and honors Intellectual Property Rights and Content standards detailed in Sections 3-5 below. They must not engage in Prohibited Uses of the Website (Section 5).

You must manually apply to become a Registered User on the Website Registration page, providing information, such as an email address and a password, that enables us to authenticate your identity when you log into the Website. All the information you provide when you apply to become a Registered User or update your user profile must be correct, current, and complete. You agree that all information you provide when you register or update your user profile is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You may not apply to register accounts for other individuals, children under 13 years old, fictitious people or bots, or apply for more than one Registered User on the Website at a time. Only members and attenders of Abington Quarter, those authorized to administer and provide technical support for the Website, and others approved by the Website Administrators are permitted to be Registered Users. We have the right to disable any Registered User account, at any time and in our sole discretion if you have violated any provision of these Terms of Use or for any other reason.

Registered Users must treat their registered email address, login password, and related security information (“Authentication Credentials”) as confidential, and must not disclose it to any other person or entity. Your account is personal to you and you agree not to provide any other person or entity with access to this Website or portions of it using your Authentication Credentials. You agree to notify us immediately of any unauthorized access to, or use of, your Authentication Credentials or any other breach of security. You also agree to ensure that you log out from your Registered User account at the end of each session.

Site Administrators (“Site Administrators”) are Registered Users that Abington Quarter has authorized to develop, maintain, and administer the overall structure, Content, services, and users of this Website. They approve applications for Registered Users’ accounts. They ensure that these Terms of Use are followed in the development of the Website and Registered Users activities in relation to it.

**2. Limitation on Liability**

**The views expressed on this Website are the views of the contributors to it and not necessarily the views of Abington Quarter or Hubb.Church.   Neither Abington Quarter nor Hubb.Church:

    (i) is responsible for any Content included on this Website by any third party which is defamatory, abusive, obscene, illegal or otherwise in breach of any person's rights;

    (ii) makes any representations or warranties that the Content on or accessible via this Website is accurate, complete or up-to-date; or

(iii) makes any representations or warranties that use of the Website is free of risk of viruses, spyware, other malicious programs, scripts or other potentially damaging Content.**

**To the fullest extent provided by law, neither Abington Quarter or Hubb.Church (or their affiliates, licensors, service providers, employees, agents, officers, or directors) will be liable for damages of any kind including, but not limited to, any direct, indirect, special, incidental, consequential, or punitive damages related to:**

* **personal injury, pain and suffering, or emotional distress**
* **loss of revenue, loss of profits, loss of business, anticipated savings or loss of goodwill**
* **loss of data**

**due to your use, or inability to use, the Website or any Content or services provided on it, whether caused by a wrongful act (including negligence), breach of contract, or otherwise, even if foreseeable.

This Website contains links to third party Websites.  These third-party Websites are beyond the control of Abington Quarter and Abington Quarter does not accept any responsibility for their Content or for any transactions between you and such Websites. These third-party Websites may have their own terms and conditions of use.

Nothing in these Terms of Use shall exclude or limit the liability of either Abington Quarter or Hubb.Church due to its fraud.**

**3. Intellectual Property Rights**

All information (including but without limitation to any data, text, files, graphics, links, music, photographs, software, audio, video, messages) ("CONTENT"), whether publicly or privately posted, are the sole responsibility of the person from whom such Content originated. Accordingly, the user, not Abington Quarter, is entirely responsible and liable for all activities conducted through the Website.

Abington Quarter does not control the Content posted or transmitted in any way via the Website and, as such, does not guarantee the accuracy, integrity, or quality of such Content. Under no circumstances will Abington Quarter be liable in any way for any Content, including but not limited to, any errors or omissions in any Content, for any breaches of copyright or similar intellectual property ruling, or for any loss or damage of any kind incurred as a result of the user of any Content featuring on the Website.

Where you are invited to submit any Content to this Website you are required by such submission to grant Abington Quarter a perpetual, royalty-free, non-exclusive, sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, and exercise all copyright and publicity rights with respect to any such work worldwide and/or to incorporate it in other works in any media now known or later developed for the full term of any rights that may exist in such Content. If you do not wish to grant such rights to Abington Quarter, it is suggested that you do not submit your Content to this Website. By submitting your Content to this Website, you also warrant that such Content is;
    a. your own original work and that you have the right to make it available to Abington Quarter for all the purposes specified above;
    b. is not defamatory; and
    c. does not infringe any law.

**4. Copyright and Trademarks**

“Abington Quarter” and all related names, logos, product and service names, designs, and slogans are trademarks of Abington Quarter or its affiliates or licensors. You must not use such marks without the prior written permission of Abington Quarter. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

**5. Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

* In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
* For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate Content, asking for personally identifiable information, or otherwise.
* To send, knowingly receive, upload, download, use, or re-use any Content that does not comply with the Content Standards set out in these Terms of Use.
* To transmit, or procure the sending of, any advertising or promotional Content [without our prior written consent], including any "junk mail," "chain letter," "spam," or any other similar solicitation.
* To impersonate or attempt to impersonate Abington Quarter, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses with any of the foregoing).
* To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Abington Quarter or users of the Website, or expose them to liability.

Additionally, you agree not to:

* Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
* Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the Content on the Website.
* Use any manual process to monitor or copy any of the Content on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
* Use any device, software, or routine that interferes with the proper working of the Website.
* Introduce any viruses, Trojan horses, worms, logic bombs, or other Content that is malicious or technologically harmful.
* Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
* Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
* Otherwise attempt to interfere with the proper working of the Website.

All rights are reserved and reproduction of part or all of the Contents of this Website is prohibited other than in accordance with the following permissions:
    a. permission is granted to download the Contents contained on this Website to a single personal computer and to print a hard copy of such Contents solely for personal, non-commercial use.
    b. permission is granted for you to copy extracts of texts from news articles that appear on this Website (excluding without limitation photographs, illustrations, teaching Contents, and audio and video Contents) for non-commercial supply to individual third parties for their personal, non-commercial use, but only if:

    (i) you acknowledge our Website as the source of the extract and include a prominent reference to this Website's URL. If the supply by you of the extract is via the internet, such acknowledgment must include a hypertext link to this Website with the copy of the extracted Content; and
    (ii) you inform the third party that the conditions set out in this Section 2 apply to him/her and that he/she must comply with them; and
    (iii) you reproduce the extracted Content in complete and unmodified form and, if the supply by you of the extract is via the internet, that you do not frame the extract within your own Website.

For the purpose of these terms, non-commercial supply or use shall mean that neither you nor any third party may charge for viewing any Contents that have been downloaded or copied from this Website, and that neither you nor any third party can use any Contents from this Website to attract others to buy goods or services.

Any other use of Contents on this Website, including storage and recording (other than on a purely transitory basis to permit you to view them), reproduction, modification, distribution, re-transmission, diversion or republication, without the prior written permission of Abington Quarter, is strictly prohibited.  This means, for example, that you must not use on any other Website any Contents displayed on this Website from time to time.

**6. HUBB.CHURCH’s Proprietary Rights**

You acknowledge and agree that the Website and any necessary software used in connection with the Website ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws.  Except as expressly authorized by HUBB.CHURCH, you agree not to copy, modify, rent, lease, loan, sell, distribute or create derivative works based on the Software, in whole or in part.

Abington Quarter grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software

You agree not to modify the Software in any manner or form, or to use modified versions of the SOFTWARE, including (without limitation) for the purpose of obtaining unauthorized access to the Website. You agree not to access the Software by any means other than through the interface that is provided by HUBB.CHURCH for use in accessing the Website.

The Software and this Website (including but not limited to its design and incorporated text, graphics, illustrations, images and other media, the selection and arrangement thereof) are copyright to HUBB.CHURCH or their licensors unless otherwise stated.

**7. User Contents**

The Website may contain discussion forums and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") Content or Contents (collectively, "**User Contents**") on or through the Website.

All User Contents must comply with the Content Standards set out in these Terms of Use.

The views expressed on the discussion forum are those of the individual user and not those of Abington Quarter. Abington Quarter asks you not to post messages or emails which are abusive, obscene, defamatory or the Content of which is otherwise undesirable, illegal or in breach of any person's rights, and they reserve the right, in their full discretion, to remove any messages or emails at any time and without notice to you.

Any User Content you post to the Website will be considered non-confidential and non-proprietary. By providing any User Content on the Website, you grant us and our licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such Content.

You represent and warrant that:

* You own or control all rights in and to the User Contents and have the right to grant the license granted above to us and licensees, successors, and assigns.
* All of your User Contents do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contents you submit or contribute, and you, not Abington Quarter, have full responsibility for such Content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the Content or accuracy of any User Contents posted by you or any other user of the Website.

**8. Monitoring and Enforcement; Termination**

We have the right to:

* Remove or refuse to post any User Contents for any or no reason in our sole discretion.
* Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for Abington Quarter.
* Disclose your identity or other information about you to any third party who claims that Content posted by you violates their rights, including their intellectual property rights or their right to privacy.
* Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
* Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any Contents on or through the Website. **You waive and hold harmless Abington Quarter and its affiliates, licensees, and service providers from any claims resulting from any action taken by Abington Quarter/any of the foregoing parties during, or taken as a consequence of, investigations by either Abington Quarter/such parties or law enforcement authorities.**

However, we cannot review all Content before it is posted on the Website, and cannot ensure prompt removal of objectionable Content after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or Content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

**9. Content Standards**

These Content standards apply to any and all User Contents and use of Interactive Services. User Contents must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contents must not:

* Contain any Content that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
* Promote sexually explicit or pornographic Content, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
* Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
* Violate the legal rights (including the rights of publicity and privacy) of others or contain any Content that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
* Be likely to deceive any person.
* Promote any illegal activity, or advocate, promote, or assist any unlawful act.
* Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
* Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
* Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
* Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

**10. Copyright Infringement**

If you believe that any User Contents violate your copyright, please see our Copyright Policy for instructions on sending us a notice of copyright infringement. It is the policy of Abington Quarter to terminate the user accounts of repeat infringers.

**11. Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such Contents by you or any other visitor to the Website, or by anyone who may be informed of any of its Contents.

This Website includes Content provided by third parties, including Content provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these Contents, and all articles and responses to questions and other Content, other than the Content provided by Abington Quarter, are solely the opinions and the responsibility of the person or entity providing those Contents. These Contents do not necessarily reflect the opinion of Abington Quarter. We are not responsible, or liable to you or any third party, for the Content or accuracy of any Contents provided by any third parties.

**12. Changes to the Website**

We may update the Content on this Website from time to time, but its Content is not necessarily complete or up-to-date. Any of the Content on the Website may be out of date at any given time, and we are under no obligation to update such Content.

**13. Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

**14. Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express consent.

This Website may provide certain social media features that enable you to:

* Link from your own or certain third-party Websites to certain Content on this Website.
* Send emails or other communications with certain Content, or links to certain Content, on this Website.
* Cause limited portions of Content on this Website to be displayed or appear to be displayed on your own or certain third-party Websites.

You may use these features solely as they are provided by us and solely with respect to the Content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

* Establish a link from any Website that is not owned by you.
* Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other Website, for example, framing, deep linking, or in-line linking.
* Otherwise take any action with respect to the Contents on this Website that is inconsistent with any other provision of these Terms of Use.

The Website from which you are linking, or on which you make certain Content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

**15. Links from the Website**

If the Website contains links to other Websites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the Contents of those Websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party Websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such Websites.

**16. Disclaimer of Warranties**

You expressly understand and agree that:

    (a) Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. HUBB.CHURCH and Abington Quarter expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

    (b) HUBB.CHURCH and Abington Quarter make no warranty that:
       (i) The service will meet your requirements;
      (ii) The service will be uninterrupted, timely, secure, or error-free;
      (iii) The results that may be obtained from the use of the service will be accurate or reliable;
      (iv) The quality of any products, services, information, or other Content purchased or obtained by you through the service will meet your expectations; and
      (v) Any errors in the software will be corrected.

    (c) Any Content downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such Content.

    (d) No advice or information, whether oral or written, obtained by you from HUBB.CHURCH or Abington Quarter or through or from the service shall create any warranty not expressly stated in this agreement.

**17. Indemnification**

You agree to defend, indemnify, and hold harmless Abington Quarter, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contents, any use of the Website's Content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

In addition, you also:
    a. Indemnify Abington Quarter against all legal fees, damages and other expenses that may be incurred by Abington Quarter as a result of your breach of the above warranty; and;
    b. Agree to waive any moral rights in your Content for the purposes of its submission to and publication on the Website and the other purposes specified above.

If there is any conflict between the terms of use and/or specific terms appearing elsewhere on this Website relating to specific Content then the latter shall prevail.

**18. Governing law**
All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania in each case located in the Township of Abington and County of Montgomery, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**19. Arbitration**

At Abington Quarter’s sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Pennsylvania law.

**20. Limitation on Time to File Claims**

Any cause of action or claim you may have arising out of or relating to these terms of use or the website must be commenced within one (1) year after the cause of action accrues; otherwise, such cause of action or claim is permanently barred.

**21. Waiver and Severability**

No waiver by Abington Quarter of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Abington Quarter to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**22. Data Protection**

The information and data ("personal data") which is provided by you in connection with this Website will be held on the computers and manual records of, and will be used by, Abington Quarter.

How personal data is stored and used by Abington Quarter is detailed in the Privacy Policy.

Abington Quarter or its partners will only contact you in accordance with your wishes; your responses are recorded at the time these terms and conditions are presented.

You are able to modify or remove any or all of your personal information through the use of this Website.  If you are unable to do so for any reason, please write to Abington Quarter at the address below stating your full name and address and providing any other relevant information.

**23. Entire Agreement**

The Terms of Use, our Privacy Policy and Copyright Policy constitute the sole and entire agreement between you and Abington Quarter regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

**24. Addresses for service**

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: office@abingtonquarterlymeeting.org

HUBB.CHURCH, Knapwell Wood Farm Business Park, Cambridge, CB23 4NS, UK

Abington Quarterly Meeting, c/o Abington Monthly Meeting, 520 Meetinghouse Road, Jenkintown, PA 19046