Web Site Terms and Conditions / Privacy Policy

Thank you for visiting our websites. By accessing and using the Web Site, you are agreeing to be legally bound by these Terms and Conditions.

1. General

You may not use the Web Site for any unlawful purpose. Holy Cross Family Ministries may change any term in these Terms and Conditions at any time. The changes will appear in these Terms and Conditions, and your use of the Web Site after any changes have been posted will constitute your agreement to the modified Terms and Conditions each time you access the Web Site, before you begin using the Web Site. You may print a copy of these Terms and Conditions for your reference.

You understand and agree that Holy Cross Family Ministries may discontinue or change the Web Site at any time, without notice. You also understand and agree that Holy Cross Family Ministries may discontinue or restrict your use of this Web Site for any reason without notice.

1. Copyrights Trademarks and Limitations On Use

Copyright © 2020- current - The Family Rosary, Inc. D/B/A Holy Cross Family Ministries. ALL RIGHTS RESERVED.

The content displayed on the Web Site ("Content") is the property of The Family Rosary, Inc., D/B/A Holy Cross Family Ministries or its licensors, and is protected by copyright and other intellectual property laws. This Web Site and the Content may be used only for your personal and non-commercial use. You agree not to copy, reproduce, modify, display, perform, publish, create derivative works from, or store any Content from the Web Site. You also agree not to distribute, transmit, broadcast or circulate any Content from the Web Site to anyone, including but not limited to someone else in the same company or organization, without the express prior written consent of The Family Rosary, Inc., with this one exception:

You may, on an occasional and irregular basis, produce, distribute, display or transmit an insubstantial portion of Content, for a noncommercial purpose and without charge, to a limited number of individuals, provided you include all copyright and other proprietary rights and notices with such portion of the Content in the same form in which the notices appear at the Web Site, the original source of attribution, and the phrase "Used with permission from Holy Cross Family Ministries." However, you may not post any Content from the Web Site to forums, newsgroups, mail lists, electronic bulletin boards, or other web sites, without the prior written consent of Holy Cross Family Ministries.

You also agree not to provide links to the Web Site for commercial purposes or to provide links to the Web Site that bypass the Web Site's home page.

Nothing on this website shall be construed as conferring any license under any intellectual property right, including any right in the nature of trademark or copyright, of

Holy Cross Family Ministries. or any third party, whether by estoppel, implication, or otherwise. All trademarks and trade names are the property of their respective owners.

Holy Cross Family Ministries does not confirm the accuracy of any material from links to its web pages. Holy Cross Family Ministries provides the information on these web pages "as is" and without warranties. Holy Cross Family Ministries disclaims all express and implied warranties including, merchantability, non infringement and fitness for a particular purpose. In no event will Holy Cross Family Ministries be liable for any indirect, special, incidental or consequential damages of any kind whether based in contract, negligence or tort.

Additional Terms of Use are listed below:

Terms of Use

These Terms of Use were last updated on 12/04/20.

The Family Rosary, Inc., the parent organization of Holy Cross Family Ministries, and its affiliated ministries, (collectively referred to as "HCFM", "we", "us" or "our", as applicable) provide you access to their respective websites (the "HCFM Web Sites") under the following terms. By accessing and using the HCFM Web Sites, you are agreeing to be legally bound by these Terms of Use.

General

We may change these Terms of Use from time to time. The changes will appear in these Terms of Use so be sure to check back periodically. Your use of the HCFM Web Sites after any changes have been posted will constitute your agreement to the modified Terms of Use and all of the changes. You understand and agree that we may discontinue or change the HCFM Web Sites at any time, without notice. You also understand and agree that we may discontinue or restrict your use of the HCFM Web Sites for any reason without notice.

Copyright And Limitations On Use

The content displayed on the HCFM Web Sites, including the selection, arrangement, and design of the content of the HCFM Web Sites ("Content") is our or our licensors' property, and is protected by copyright and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any Content including code and software. You may download Content from the HCFM Websites for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices and you include the phrase "Used with permission from The Family Rosary, Inc." when you display or otherwise use the Content. All rights not expressly granted herein are hereby reserved.

Except as otherwise noted, The Family Rosary, Inc., is the owner of all trademarks, service marks and copyrights on this website, whether registered or not. All registered trademarks are registered in the United States of America (or other applicable jurisdictions). Holy Cross Family Ministries; all Holy Cross Family Ministries logos; the Holy Cross Family Ministries design; "A World at Prayer is a World at Peace"; "The Family That Prays Together Stays Together"; Family Rosary, Family Rosary logo; Family Theater Productions; the Family Theater Productions logo; the Family Theater

Productions design; Voz Latina Radio for the Latino Explosion; the Voz Latina Radio for the Latino Explosion logo; the Voz Latina Radio for the Latino Explosion design; Family Theater Productions Classic Radio; Catholic Central; Catholic Central logo; Lente Catolico; Lente Catolico logo; Father Peyton Prayer Guild; Father Peyton Prayer Guild logo; Father Peyton Family Institute; The Peyton Institute for Domestic Church Life; The Peyton Institute for Domestic Church Life logo; Family Rosary International; The Museum of Family Prayer; The Museum of Family Prayer logo; Catholic Mom; Catholic Mom.com; and Catholic Mom logo are each protected as service marks, trademarks or copyrights of The Family Rosary, Inc. The Family Rosary, Inc., is the owner of certain images, logos, pictures, and certain other words contained herein which are subject to protection under the laws of the United States (or other applicable jurisdictions) as trademarks, service marks and copyrights.

Nothing on this website shall be construed as conferring any license under any intellectual property right, including any right in the nature of trademark or copyright, of The Family Rosary, Inc. or any third party, whether by estoppel, implication, or otherwise. All trademarks and trade names are the property of their respective owners.

Lawful Purpose

You may not use the HCFM Web Sites for any unlawful purpose. You shall not post or transmit through the HCFM Web Sites any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, gives rise to civil liability or otherwise violates any law. Any conduct by you that in our sole discretion restricts or inhibits any other user of the HCFM Web Sites from using or enjoying the HCFM Websites will not be permitted.

Privacy

We are committed to maintaining the privacy of personal information that you provided to us. Our Privacy Policy is set forth below and by accessing and using the HCFM Web Sites, you are agreeing to be legally bound by the Privacy Policy.

Disclaimer Of Warranties

THE CONTENT AND THE HCFM WEB SITES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. DUE TO THE NUMBER OF SOURCES FROM WHICH THE CONTENT IS OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN SUCH CONTENT AND THE HCFM WEB SITES. WE AND OUR AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, TIMELINESS, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CONTENT AVAILABLE THROUGH THE HCFM WEB SITES, OR THE HCFM WEB SITES THEMSELVES, AND WE HEREBY DISCLAIM ANY SUCH EXPRESS OR IMPLIED WARRANTIES.

Limitation of Liability

NEITHER WE NOR OUR AGENTS OR LICENSORS WILL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY RESULTING DIRECTLY FROM USE OF

THE HCFM WEB SITES CAUSED IN WHOLE OR PART BY OUR NEGLIGENCE OR CONTINGENCIES BEYOND OUR CONTROL IN PROCURING, COMPILING, INTERPRETING, OR DELIVERING THE HCFM WEB SITES AND THE CONTENT. IN NO EVENT WILL WE, OUR AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH CONTENT OR ON THE HCFM WEB SITES. WE AND OUR AGENTS AND LICENSORS SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES), OTHER THAN DIRECT DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES OR THE EXCLUSION OF CERTAIN TYPES OF WARRANTIES, PARTS OR ALL OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIONS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT SHALL REMAIN IN EFFECT.

Links to Third Party Sites

The HCFM Web Sites may contain links to web sites operated by persons other than us. Those links are provided for your reference and convenience only. A link from an HCFM Web Site to another web site does not imply or mean that we endorse the content on that web site or the operator or operations of that site. You are solely responsible for determining the extent to which you may use any content, make any purchases or provided any information at any other web site to which you might link from the HCFM Web Sites. You agree not to hold us responsible for the content or operation of such web sites.

Dealings With Third Parties

Your correspondence or business dealings with, or participation in promotions of, third parties found on or through the HCFM Web Sites, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such party on the HCFM Web Sites.

Public Areas

By submitting any information to the public areas of the HCFM Web Sites including but not limited to, interactive services, bulletin boards, reviews, comments (collectively "Public Areas") you agree to be bound by the following terms and conditions. If you do not want to be bound by these terms, then do not use the Public Areas. The Public Areas are free services provided to users of the HCFM Web Sites and may be terminated at any time without notice. Information submitted to the Public Areas and posted by us have been selected by us in our sole discretion from among the information submitted to such Public Areas. We have the right to refuse to post or remove, edit or abridge any message, comments or posting for any reason and to

disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, all in our sole discretion. You agree to be fully responsible for your own postings and agree to access and use the Public Areas at your own risk on an as-is basis. By submitting any information to the Public Areas, you are granting us a perpetual, royalty-free and irrevocable right and license to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer, and sell such information and to use your name and other identifying information you provide in connection with information. You agree to indemnify and hold us and our affiliates and their respective officers, directors and employees harmless from any claims, damages, losses or costs (including reasonable attorney's fees) that arise out of any of your submissions and postings to the Public Areas and any material contained therein, including, without limitation, any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, or other intellectual property right of any person or defames any person or violates any person's rights of publicity or privacy.

Copyrights and Copyright Agents

We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- * an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- * a description of the copyrighted work that you claim has been infringed;
- * a description of where the material that you claim is infringing is located on the site;
- * your address, telephone number, and email address;
- * a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- * a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

In the event that you have a claim of copyright infringement with respect to the Content, we encourage you to contact our Copyright Agent

* By mail at: Holy Cross Family Ministries, 518 Washington St., North Easton, MA 02356-1200

* By e-mail at: webinfo@hcfm.org

* By phone at: 508-238-4095

* By fax at: 508-238-3953

We cannot guarantee that any action will be taken as a result of your correspondence.

Monitoring

We have the right, but not the obligation, to monitor your use of the HCFM Web Sites to determine compliance with this Agreement and any operating rules established by us and to satisfy any law, regulation, authorized government.

Additional Legal Terms

The laws of the United States of America and the State of New York govern these Terms of Use, your rights and obligations, and all actions contemplated by these Terms of Use, as if these Terms of Use were a contract wholly entered into and wholly performed within the State of New York. Venue is an appropriate federal or state court located in the State of New York. The United Nations Convention on Contracts for the International Sale of Goods does not govern these Terms of Use. If any provision in these Terms of Use is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision. The failure by us to exercise or enforce any right or provision under the Terms of Use does not constitute a waiver of such right or provision. You agree to comply with all applicable laws, statutes, ordinances and regulations concerning your use of the HCFM Web Sites. These Terms of Use are the entire and final agreement regarding the HCFM Web Sites and its Content, and supersede any prior or contemporaneous communications between HCFM and you regarding the HCFM Web Sites and its Content. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the HCFM Web Sites must be filed within one (1) year after such claim or cause of action arose or be forever barred.

All rights reserved. The Family Rosary, Inc. Copyright (c) 2017.

Privacy Policy

This privacy policy was last updated on 12/04/20.

The Family Rosary, Inc., the parent company of Holy Cross Family Ministries, and its affiliates (collectively referred to as "HCFM," "we," "us" or "our," as applicable) are committed to maintaining the privacy of personal information that you provide to us when using their respective websites (the "HCFM Web Sites"). This Privacy Policy describes how we treat personal information received about you when you visit the HCFM Web Sites.

Information Collected

Web Site Usage Information: We automatically collect IP addresses and web site usage information from you when you visit the HCFM Web Sites. This information helps us in evaluating how our visitors use and navigate the HCFM Web Sites on an aggregate basis, including the number and frequency of visitors to each page of the HCFM Web Sites, and the length of their visits.

Our organization recognizes the importance of protecting the privacy of Personal Identifying Information about you as a user of our Web site. We consider the following to be Personal Identifying Information: your name, address, social security number, phone number, date of birth, job, personal interests, and credit card information. This Web site does not collect Personal Identifying Information about a user except for information that you voluntarily provided to us so that we can serve your needs and our legitimate business purposes. (For example, when you make an online purchase, we need to retain certain Personal Identifying Information on the Web site in order to respond to the order.) A user's Personal Identifying Information may be used by our Organization to help us improve the Web site, and also for our Organization's marketing and promotional purposes. It will be treated confidentially within our Organization. Our policy is not to share this information with third parties, but we may share this information with other member ministries of Holy Cross Family Ministries (i.e., Family Rosary, Family Theater Productions, Father Peyton Family Institute, Family Rosary International, Catholic Mom, Museum of Family Prayer, and the Peyton Institute for Domestic Church Life).

We do not knowingly collect information from children under the age of 13 although certain third-party sites that we link to may do so. These third-party sites have their own terms of use and privacy policies and we encourage parents and legal guardians to monitor their children's Internet usage and to help enforce our Privacy Policy by instructing their children to never provide information on the HCFM Web Sites without their permission.

How We Use Information Collected

We may use information that you provide us in the following ways:

- * For the purposes for which you specifically provided the information, for example, when you request that additional information be sent to you, we will use your personal information to process your request.
- * To send you e-mail notifications about our new or existing services, special offers, or to otherwise contact you.
- * To allow us to personalize the content and advertising that you and others see based on personal characteristics or preferences.
- * To enhance existing features or develop new features, products and services.

We may combine the information that we collect from you on the HCFM Web Sites with information that you provide to us in connection with your use of our other products, services and web sites.

We may use third-party service providers to facilitate some aspects of our services or fulfill your requests. These service providers may be supplied with or have access to your personally identifiable information solely for the purpose of providing these services to us or on our behalf.

We may disclose and use personally identifiable information in special circumstances where it is necessary to enforce our Terms of Use (for example, when necessary to

protect our intellectual property rights). We may also disclose personally identifiable information when we, in good faith, believe that the law requires us to do so.

Except as otherwise set forth in this Privacy Policy, we will not share your personally identifiable information outside of HCFM unless you "opt in" to having your personally identifiable information shared with a company that is not affiliated with us.

Your Ability to Choose

You can always decide not to provide your personal information to the HCFM Web Sites, however in some cases failing to provide such information may limit your ability to use certain features available at the HCFM Web Sites. You can let us know that you do not wish to receive information about special offers and new products and features by opting out at the time you give us your personally identifiable information or after opting in by contacting us at the following e-mail address: webinfo@hcfm.org

Cookies

We use cookies to allow you to move quickly through our site, to recognize repeat visitors and to allow you to take advantage of some of our site's special features. A cookie is a string of information that is sent by a Web site and stored on your hard drive or temporarily in your computer's memory. Cookies are small files (just a few hundred bytes) and should not pose any significant disk-space concerns. When you visit the HCFM Web Sites, or use some of the features, like saving your personalized HCFM Web Sites settings, we may pass cookies to your computer. Some of the cookies that we pass to your computer are long term. Otherwise, we would need to ask you for certain information with each new session, such as your login information. Some cookies do expire after a short period of time.

Links to Third Party Websites

We may make third party content or services from other web sites available to you from links located on the HCFM Web Sites. These other websites are not subject to this Privacy Policy. We recommend that you review the terms of use and privacy policy at each such web site to determine how that site protects your privacy. We are not responsible for the content of those web sites or the actions of third-party web site operators.

Security

The personally identifiable information we collect about you is stored in a secure platform. We will maintain reasonable safeguards to protect the security of this platform and your personally identifiable information.

Review and Correction

You can also request to review, change or delete any of your personally identifiable information held by us by contacting us at the following e-mail address: webinfo@hcfm.org

Exclusions

Any submissions that you make to any public areas of the HCFM Web Sites including but not limited to, interactive services, bulletin boards, reviews, comments (collectively "Public Areas") will be public and will not be subject to this Privacy Policy. We do not control, and are not responsible for, the actions of other users of the HCFM Web Sites with respect to any information you post in Public Areas. In addition, information that you submit to Public Areas may be collected and used by us and by others to send you unsolicited messages and for other purposes.

Policy Modifications

We may change this Privacy Policy from time to time. We will post any changes here, so be sure to check back periodically.

Comments and Questions

If you have any questions, comments or concerns about our Privacy Policy, you may contact us by e-mail at webinfo@hcfm.org or by regular mail at: 518 Washington St. North Easton, MA 02356-1200.

All rights reserved. The Family Rosary, Inc. Copyright (c)