

AFFINITY™

Pastoral Care Program

Legal Disclaimer, License Terms & Limitation of Liability Manual

Official Licensed Program Document

Brooks Consulting & Training Solutions, LLC

Purpose

This document establishes important legal terms governing the purchase, licensing, access, implementation, and use of the AFFINITY™ Pastoral Care Program, including its software, policies, procedures, manuals, forms, frameworks, training materials, digital tools, and related resources.

The AFFINITY™ Pastoral Care Program is developed and licensed by Brooks Consulting & Training Solutions, LLC.

By purchasing, accessing, activating, or using the AFFINITY™ Pastoral Care Program, the purchasing church, organization, and its authorized users acknowledge and agree to the terms contained in this document.

1. Nature of the AFFINITY™ Pastoral Care Program

The AFFINITY™ Pastoral Care Program is a pastoral-care program-development, education, policy, procedure, and decision-support system designed to help churches establish and operate an organized pastoral-care program.

AFFINITY™ provides churches with structured education, policies, procedures, frameworks, forms, tools, and implementation resources.

AFFINITY™ does not operate the purchasing church's pastoral-care program and does not assume responsibility for the church's day-to-day pastoral-care decisions, actions, staffing, supervision, documentation, referrals, interventions, or implementation.

2. Not Mental-Health Treatment

The AFFINITY™ Pastoral Care Program is not psychotherapy, counseling treatment, psychiatric care, psychological treatment, diagnosis, assessment by a licensed mental-health professional, or any other form of licensed mental-health treatment.

Nothing contained in AFFINITY™ should be interpreted as:

- diagnosing a mental-health condition;
- providing psychotherapy or clinical counseling;
- replacing care from a licensed mental-health professional;
- directing the treatment of a mental-health condition; or
- establishing a therapist-client or other licensed clinical relationship.
- Churches and pastoral-care leaders are responsible for recognizing when a person's needs exceed the appropriate scope of pastoral care and require referral, collaboration, emergency intervention, or professional treatment.

3. Not Medical Care

AFFINITY™ does not provide medical diagnosis, medical treatment, medical advice, or emergency medical services.

The Program should not be used as a substitute for evaluation or treatment by a physician, hospital, emergency medical provider, or other appropriately qualified healthcare professional.

4. Not Legal Advice

AFFINITY™ policies, procedures, forms, training materials, and resources are not legal advice and do not create an attorney-client relationship.

Churches remain responsible for determining and complying with all laws, regulations, reporting requirements, employment requirements, denominational requirements, insurance requirements, and other legal obligations applicable to their organization and jurisdiction.

Churches should obtain qualified legal advice when necessary.

5. Not an Emergency or Crisis Service

AFFINITY™ is not a 911 service, emergency-response provider, crisis hotline, psychiatric emergency service, law-enforcement service, child-protection agency, domestic-violence agency, or emergency medical provider.

When immediate danger, abuse, serious risk, medical emergency, or another urgent situation exists, the church and its personnel are responsible for contacting the appropriate emergency, legal, protective, medical, or crisis-response resource.

6. Church Responsibility for Implementation

Each licensed church is independently responsible for how the AFFINITY™ Pastoral Care Program is implemented within its organization.

This responsibility includes, but is not limited to:

- selecting and supervising pastoral-care personnel;
- determining staff and volunteer qualifications;
- establishing leadership authority;
- maintaining appropriate boundaries;
- following applicable laws and reporting requirements;
- maintaining confidential records;
- establishing and applying resource eligibility requirements;
- selecting referral partners;
- making pastoral-care decisions;
- responding to emergencies and safety concerns;
- determining when professional services are required;
- maintaining insurance appropriate to the organization's activities; and
- monitoring the conduct of employees, clergy, volunteers, and other representatives.

- AFFINITY™, Brooks Consulting & Training Solutions, LLC, and Dr. Vanessa R. Brooks do not exercise control over the purchasing church's personnel or implementation decisions.

7. Independent Organizational Responsibility

Each church or organization using AFFINITY™ operates independently.

Purchase or licensing of AFFINITY™ does not create a partnership, joint venture, employment relationship, agency relationship, fiduciary relationship, clinical relationship, or supervisory relationship between the licensed organization and Brooks Consulting & Training Solutions, LLC or Dr. Vanessa R. Brooks.

A licensed church may not represent that Brooks Consulting & Training Solutions, LLC or Dr. Vanessa R. Brooks supervises, approves, guarantees, or assumes responsibility for the church's individual pastoral-care decisions or outcomes.

8. Professional Scope and Competence

Churches are responsible for ensuring that individuals providing pastoral care operate within their appropriate role, training, qualifications, competence, and authority.

Access to AFFINITY™ training, software, tools, policies, or forms does not grant a professional license, clinical credential, certification, or authority to practice a regulated profession.

AFFINITY™ training does not expand the legal scope of practice of any user.

9. Use of AFFINITY™ Decision-Support Tools

AFFINITY™ tools, frameworks, software functions, and any future AFFINITY Intelligence features are intended to support organized decision-making.

They do not replace human judgment.

The church and its authorized personnel remain responsible for reviewing available information, exercising appropriate judgment, following applicable policies and laws, and determining the appropriate response in each situation.

No automated, rules-based, or artificial-intelligence-supported output should be treated as a substitute for professional evaluation where professional evaluation is required.

10. No Guarantee of Outcomes

AFFINITY™ is designed to provide churches with a structured pastoral-care system.

However, Brooks Consulting & Training Solutions, LLC and Dr. Vanessa R. Brooks do not guarantee:

- a particular pastoral-care outcome;
- successful resolution of an individual's circumstances;
- prevention of harm or crisis;
- retention of church members;
- successful referral outcomes;

- availability or quality of outside providers;
 - behavioral or mental-health outcomes;
 - financial or organizational outcomes; or
 - specific results from implementation of the Program.
- Results depend on numerous factors outside the control of AFFINITY™ and Brooks Consulting & Training Solutions, LLC.

11. Third-Party Professionals and Resources

AFFINITY™ may encourage or facilitate referral to outside professionals, organizations, community agencies, healthcare providers, mental-health professionals, or other resources.

Unless expressly stated otherwise in writing, the identification or use of an outside resource does not constitute a guarantee, endorsement, supervision, or assumption of responsibility for that provider or organization.

The licensed church remains responsible for exercising reasonable judgment in selecting and maintaining referral resources.

12. License to Use the AFFINITY™ Pastoral Care Program

Purchase provides the licensed church or organization with a limited right to use AFFINITY™ materials in accordance with the license terms provided at purchase.

The license does not transfer ownership of AFFINITY™ intellectual property.

Unless expressly authorized in writing, licensed materials may not be:

- resold;
 - sublicensed;
 - distributed to another church or organization;
 - publicly posted;
 - reproduced for commercial distribution;
 - copied into another training program;
 - rebranded as another organization's proprietary system; or
 - used to create a competing product or service.
- AFFINITY™, its frameworks, manuals, forms, training materials, software, methodology, and related intellectual property remain the property of Brooks Consulting & Training Solutions, LLC and/or their respective rights holders.

13. Authorized Users

Access to AFFINITY™ is limited to users authorized under the purchasing organization's license.

The organization is responsible for maintaining appropriate control over its user accounts, passwords, materials, and access credentials.

Unauthorized sharing of access may result in suspension or termination of the license.

14. Church Records and Case Files

Unless AFFINITY™ expressly provides otherwise in writing, the licensed church is responsible for maintaining, securing, retaining, and disposing of its own pastoral-care records and individual case files.

Brooks Consulting & Training Solutions, LLC is not responsible for the church's physical files, locally stored digital files, printed records, or independently maintained case documentation.

The church is responsible for establishing appropriate access, privacy, confidentiality, security, retention, and disposal practices for those records.

15. Assumption of Implementation Responsibility

By using the AFFINITY™ Pastoral Care Program, the licensed organization acknowledges that pastoral-care work involves human judgment and may involve individuals experiencing complex emotional, spiritual, relational, social, practical, medical, mental-health, or crisis-related circumstances.

The organization accepts responsibility for its own implementation of the Program and for the actions and decisions of its clergy, employees, volunteers, leaders, contractors, and representatives.

16. Release and Limitation of Liability

To the fullest extent permitted by applicable law, the licensed church or organization agrees that Brooks Consulting & Training Solutions, LLC, Dr. Vanessa R. Brooks, and their respective owners, officers, employees, contractors, representatives, successors, and affiliates shall not be liable for claims, losses, damages, injuries, costs, or expenses arising from or related to:

- the church's implementation or misuse of AFFINITY™;
 - actions or omissions of church personnel;
 - pastoral-care decisions made by the church;
 - failure to follow AFFINITY™ policies or procedures;
 - failure to obtain appropriate professional assistance;
 - failure to comply with applicable law;
 - improper handling of confidential information;
 - emergency or crisis-response decisions;
 - selection or conduct of third-party professionals or organizations;
 - individual pastoral-care outcomes; or
 - unauthorized use of AFFINITY™ materials.
- To the fullest extent permitted by law, Brooks Consulting & Training Solutions, LLC shall not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages arising from use of the Program.

- Any limitation of liability shall apply only to the extent permitted under applicable law.

17. Indemnification

To the fullest extent permitted by applicable law, the licensed church or organization agrees to defend, indemnify, and hold harmless Brooks Consulting & Training Solutions, LLC, Dr. Vanessa R. Brooks, and their respective owners, employees, contractors, representatives, successors, and affiliates from claims, liabilities, damages, losses, costs, and reasonable expenses arising from the licensed organization's:

- operation of its pastoral-care program;
- actions or omissions;
- violation of law;
- misuse of AFFINITY™;
- violation of the license terms;
- handling of pastoral-care records;
- acts of employees, clergy, volunteers, contractors, or representatives; or
- infringement or violation of another person's rights.

18. No Waiver of Rights Beyond What the Law Permits

Nothing in these terms is intended to waive, exclude, or limit a right or responsibility that applicable law does not permit the parties to waive, exclude, or limit.

If any provision is determined to be unenforceable, the remaining provisions should continue to apply to the fullest extent permitted by law.

19. Acceptance of Terms

By purchasing, activating, accessing, or using the AFFINITY™ Pastoral Care Program, the licensed organization acknowledges that it has had an opportunity to review these terms and agrees to comply with them.

Where electronic acceptance is used, the organization may be required to affirmatively acknowledge agreement before accessing or activating the Program.

AFFINITY™ Legal Responsibility Standard

AFFINITY™ provides the system, education, policies, procedures, tools, and decision-support structure.

The licensed church remains responsible for the people, decisions, implementation, records, professional referrals, safety responses, and operation of its pastoral-care program.

Brooks Consulting & Training Solutions, LLC and Dr. Vanessa R. Brooks do not assume responsibility for the independent actions, omissions, decisions, or outcomes of licensed churches or their personnel.

Program Note: This manual should be paired with the separate AFFINITY™ License Agreement / Terms of Use used during purchase and/or activation of the licensed program.