

Terms of Use

AGREEMENT BETWEEN USER AND FAITH IN ACTION MINISTRIES

The Faith In Action Ministries Web Site is comprised of various Web pages operated by Faith In Action Ministries.

The Faith In Action Ministries Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Faith In Action Ministries Web Site constitutes your agreement to all such terms, conditions, and notices.

MODIFICATION OF THESE TERMS OF USE

Faith In Action Ministries reserves the right to change the terms, conditions, and notices under which the Faith In Action Ministries Web Site is offered, including but not limited to the charges associated with the use of the Faith In Action Ministries.

LINKS TO THIRD PARTY SITES

The Faith In Action Ministries Website may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of Faith In Action Ministries and Faith In Action Ministries is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Faith In Action Ministries is not responsible for webcasting or any other form of transmission received from any Linked Site. Faith In Action Ministries is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Faith In Action Ministries of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Faith In Action Ministries Website, you warrant to Faith In Action Ministries that you will not use the Faith In Action Ministries Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Faith In Action Ministries Website in any manner which could damage, disable, overburden, or impair the Faith In Action Ministries Web Site or interfere with any other party's use and enjoyment of the Faith In Action Ministries Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Faith In Action Ministries Websites.

USE OF COMMUNICATION SERVICES

The Faith In Action Ministries Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.

- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent. Violate any applicable laws or regulations.

Faith In Action Ministries has no obligation to monitor the Communication Services. However, Faith In Action Ministries reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Faith In Action Ministries reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Faith In Action Ministries reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Faith In Action Ministries's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Faith In Action Ministries does not control or endorse the content, messages or information found in any Communication Service and, therefore, Faith In Action Ministries specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Faith In Action Ministries spokespersons, and their views do not necessarily reflect those of Faith In Action Ministries.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

MATERIALS PROVIDED TO FAITH IN ACTION MINISTRIES OR POSTED AT ANY FAITH IN ACTION MINISTRIES WEBSITE

Faith In Action Ministries does not claim ownership of the materials you provide to Faith In Action Ministries (including feedback and suggestions) or post, upload, input or submit to any Faith In Action Ministries Website or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Faith In Action Ministries, its affiliated companies and necessary sublicensees' permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Faith In Action Ministries is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Faith In Action Ministries's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

WEBSITE & SOCIAL MEDIA DISCLAIMER

King Jesus Ministry reserves the right to use any photo/video taken at any event sponsored by the Ministry, without the expressed written permission of those included within the photo/video. The Ministry may use the photo/video in publications or other media material produced, used or contracted by the Ministry, including but not limited to brochures, invitations, books, newspapers, magazines, television, websites, social media, etc.

King Jesus Ministry encourages all parents or legal guardians of minor children to have a signed photo/video release form on file so that the minors' images can be posted to King Jesus Ministry's website or social media pages. To ensure the privacy of individuals and children, images/videos will not be identified using full names or personal identifying information without written approval from the minors' parents or legal guardians.

Any person or organization not affiliated with the Ministry is expressly prohibited from altering or modifying Ministry photographs, graphics, videography or other, similar reproductions or recordings without the advance written permission from an authorized designee of the Ministry.

Users are solely responsible for their comments and/or material. Any third party content is the sole responsibility of the person originating the material. The Ministry will make every reasonable effort to monitor the contents of its social media

pages and ensure that the content is of an appropriate nature. King Jesus Ministry reserves the right to remove any post, comment or discussion at its sole discretion, especially those that contain inappropriate content, advertisements, or spam. The Ministry also reserves the right to terminate a person's ability to post comments or materials or otherwise participate in the Ministry's social media tools. The Ministry cannot and does not make any guarantee with respect to the accuracy, inoffensiveness, or suitability of any content that appears on any social media sites. (Please note that other participants may use user's posted information beyond the control of King Jesus Ministry.) Always use caution when posting information on any of the Ministry's social media sites and avoid disclosing personal identifiable information. User agree to release, hold harmless, indemnify, and defend King Jesus Ministry from any damages related directly or indirectly to user's use of King Jesus Ministry's websites and social media pages.

King Jesus Ministry shall not be held responsible for inappropriate content, images or third party links submitted by other users. By submitting content to the Ministry's social media sites, user understands and acknowledges that this information is available to the public, and that the Ministry may use such information for internal and external promotional purposes. Any image, photo or video posted by a user is subject to all third-party policies (i.e. Facebook, YouTube) and user understands that any content, image or video could be redistributed or copied from these pages by any other user. User consents to the above Ministry statements and third-party policies. User agrees to release King Jesus Ministry from any and all liability in connection with the use of any and all pictures, images or video posted by King Jesus Ministry. King Jesus Ministry assumes no liability for any damages suffered by anyone accessing its websites and social media pages or any other website that the social media page or website links to.

The perceptions, opinions, beliefs, and attitudes expressed through social media websites and other public forums are those of employees, related individuals, and other users of the Ministry's social media outlets, and are not necessarily aligned with the policies, standards, and practices of King Jesus Ministry, its affiliated organizations, congregation, or ministry partners. King Jesus Ministry acts only as a passive conduit for the online distribution and publication of user-submitted material, content and/or links and expressly DOES NOT endorse any user-submitted material, content and/or links or assume any liability for any actions of participating users. For any issues or concerns, please contact the church office directly.

Thank you for supporting King Jesus Ministry through the use of our website and other social media outlets

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE FAITH IN ACTION MINISTRIES WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. FAITH IN ACTION MINISTRIES AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE FAITH IN ACTION MINISTRIES WEBSITE AT ANY TIME. ADVICE RECEIVED VIA THE FAITH IN ACTION MINISTRIES WEBSITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

FAITH IN ACTION MINISTRIES AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE FAITH IN ACTION MINISTRIES WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. FAITH IN ACTION MINISTRIES AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FAITH IN ACTION MINISTRIES AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE FAITH IN ACTION MINISTRIES WEBSITE, WITH THE DELAY OR INABILITY TO USE THE FAITH IN ACTION MINISTRIES WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE FAITH IN ACTION MINISTRIES WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE FAITH IN ACTION MINISTRIES WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF FAITH IN ACTION MINISTRIES OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE FAITH IN ACTION

MINISTRIES WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE FAITH IN ACTION MINISTRIES WEBSITE.

SERVICE CONTACT: faithinactionministries.org.za

TERMINATION/ACCESS RESTRICTION

Faith In Action Ministries reserves the right, in its sole discretion, to terminate your access to the Faith In Action Ministries Website and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the Republic of South Africa and you hereby consent to the exclusive jurisdiction and venue of courts in South Africa in all disputes arising out of or relating to the use of the Faith In Action Ministries Website. Use of the Faith In Action Ministries Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Faith In Action Ministries as a result of this agreement or use of the Faith In Action Ministries Web Site. Faith In Action Ministries's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Faith In Action Ministries's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Faith In Action Ministries Website or information provided to or gathered by Faith In Action Ministries with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Faith In Action Ministries with respect to the Faith In Action Ministries Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Faith In Action Ministries with respect to the Faith In Action Ministries Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

COPYRIGHT AND TRADEMARK NOTICES:

All contents of the Faith In Action Ministries Website are: Copyright ©2020 Faith In Action Ministries and/or its suppliers. All rights reserved.

TRADEMARKS

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

Any rights not expressly granted herein are reserved.

NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement.

NO REFUND / NO SHIPPING