Terms of Use

WELCOME TO FINDFREEDOM.COM!

Welcome to a Christ-centered resource designed for anyone who feels overwhelmed by life's toughest battles. Whether you are struggling with addiction, grief, depression, hopelessness, or identity, this space is here to guide you toward healing, renewal, and the true freedom that can only be found in Jesus Christ.

Find Freedom Program Description: FindFreedom.com is a website owned by Freedom Church with the purpose of reaching people who are struggling with various life issues, including (but, not limited to) depression, anxiety, grief, loneliness, etc.

The website is intended not only to provide information via content, audio, and video, but also to be a connection point for users to get helpful information sent to them directly and also to connect them to people and communities for support.

You can cancel the SMS service at any time. Simply text "STOP" to the shortcode. Upon sending "STOP," we will confirm your unsubscribe status via SMS. Following this confirmation, you will no longer receive SMS messages from us. To rejoin, sign up as you did initially, and we will resume sending SMS messages to you.

If you experience issues with the messaging program, reply with the keyword HELP for more assistance, or reach out directly to info@findfreedom.church or (972) 307-2304.

Carriers are not liable for delayed or undelivered messages.

As always, message and data rates may apply for messages sent to you from us and to us from you. Message frequency varies. For questions about your text plan or data plan, contact your wireless provider.

For privacy-related inquiries, please refer to our privacy policy: {link to privacy policy}.

IMPORTANT: Please review the following terms of use carefully. These Terms of Use are a legally binding contract between you ("you" or "User") and Find Freedom, LLC ("Ministry"). These Terms of Use pertain to any access to and/or use of any of Ministry's Website, facilities or programs by you; including, but not limited to the services offered and all information, content, media, printed materials and "online" or electronic documentation accessible from any website or social media account operated by or for Ministry, including without limitation any Website hosted at https://findfreedom.com/ (the "Website") and any publications, newsletters, RSS feeds, tweets, blogs and journals published by the Ministry (collectively, the "Publications").

The Website and Publications are made available by Ministry to you on the express condition that you accept, without modification, and abide by these Terms of Use. Your access and use of

the Website and the Publications are conditioned upon your continued compliance with these Terms of Use. Please read these Terms of Use carefully, as your access to, contribution of content to, and use of the Website and/or Publications constitutes your acceptance of these Terms of Use. Ministry reserves the right to change these Terms of Use any time by reasonable notice, including without limitation by posting revised terms on the Website (which shall constitute reasonable notice), and such amended terms shall be binding upon you; thus, you should consult the most recent version of these Terms of Use each time that you view the Website. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE, CONTRIBUTE CONTENT TO, OR OTHERWISE ACCESS THE WEBSITE OR PUBLICATIONS.

By accessing the Website and/or the Publications and, where prompted clicking "I agree" or "Click to Consent", you agree to conduct each transaction by electronic means and Ministry and you hereby state that each electronic signature shall have the same force and effect as an original signature with respect to these Terms of Use and all written agreements entered into between you and Ministry.

The Website and the Publications are intended to provide the user with Biblically based information and spiritual guidance. This information is for spiritual and educational purposes only. By accessing or using the website, you acknowledge and agree to the following:

- You understand that the website and the materials contained thereon are meant to provide Biblically based spiritual advice and guidance.
- The website does not provide psychotherapy or counseling. The website does not address mental disorders as defined by the American Psychiatric Association and spiritual guidance and advice is not a substitute for counseling, psychotherapy, mental health care or substance abuse treatment.
- You understand that no one acting on behalf of the website is acting as a counselor or psychotherapist.
- You understand that the website is designed to encourage, support, challenge, inspire and assist you in meeting your spiritual goals. We cannot and do not guarantee any specific result or outcome.
- You understand that if you appear to be, or indicate that you are, a danger to yourself or to others, we may be required, by law, to notify the appropriate professionals and/or authorities.

1. Definitions

"Content" means any audio, video, speech, text, software, scripts, graphics, photos, sounds, music, interactive features and other information or services made available or accessible on the Website and/or the Publications and/or as part of the Programs.

"Ministry" means Find Freedom, LLC, whose principal place of business is 2435 East Hebron Parkway, Carrollton TX 75007 and any affiliated entities.

"Personnel" means the officers, directors, employees, agents, contractors and volunteers of Ministry.

"User" means any living person or legally recognized entity that uses the Website, Publications, Facilities or Programs either virtually by accessing the Website and/or the Publications, contributing Content to the Website or the Publications or physically by accessing or using the Facilities or the Programs or otherwise.

"User Submissions" means the submission of Content or other documents and communications submitted by you and other Users to the Website and/or for the Publications.

2. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to fully abide by and comply with these Terms of Use.

3. Third Party Sites and Links to Social Media

The User acknowledges that the Website may contain links to third party Website that are not owned or controlled by Ministry. Ministry has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party Website. Such third party Website do not express the views or opinions of Ministry or the Ministry community. Further, User acknowledges that Ministry has no obligation to censor, edit, or otherwise modify the content of any third party website. By using the Website, User expressly relieves Ministry and the Personnel from any and all liability arising from your use of any third-party website. As a result, Ministry encourages the User to read the terms and conditions and privacy policy of each third-party website that you visit when leaving the Website.

Parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Such controls are typically available from your commercial internet service provider or may be obtained by purchasing software designed for such purpose.

You acknowledge that, while the Website may link to social media accounts, Ministry and the Personnel have no control over the operations of the social media Website to which the Website may link and you acknowledge and agree to indemnify and hold harmless Ministry and the Personnel for any breach of any terms or other service agreements between Ministry and/or the Personnel and the social media site operators by virtue of your actions.

4. **Registration**

You agree you will not provide any false personal information to Ministry, whether on the Website or otherwise, or create an account for anyone other than yourself without permission. You also agree that you will keep your contact information accurate and up-to-date.

You warrant that you will comply with all applicable laws.

5. **Proprietary Material**

The material and content accessible from the Website or Publications is the proprietary information of Ministry or the party that provided or licensed the content to us. Accordingly, the content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of Ministry, except that you may print out a copy of the content solely for your personal, noncommercial use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the content.

6. **Donations**

Except as otherwise agreed, all donations to Ministry may be used for general purposes.

Once you confirm to us through the Website that you wish to proceed with your donation your transaction will be processed through our payment services provider. By confirming that you wish to proceed with your donation you authorize us and our payment services provider to request funds from your credit or debit card provider or financial institution. You may not cancel a donation once your payment has been processed.

By selecting any recurring donation frequency, you are agreeing that the credit card and/or account information you enter is accurate and may be charged the amount designated at the frequency designated with no pre-scheduled cancellation date. You have the option to make your gift monthly, quarterly, or annually by pressing the corresponding button and checking the corresponding box. You will not be notified before your credit card and/or account is to be charged, but will be notified once the donation is completed.

Ministry is not liable for any overdraft charges, or any other similar penalties charged to your credit card or account due to the automatic charge/withdrawal of any recurring donation. It is your responsibility to either cancel the recurring donations or ensure the requisite money or credit is available for the donation prior to any recurring donation occurring.

Recurring gifts can be modified or cancelled at any time by taking one of the following actions:

Contact us by mail or phone directly.

Email us at info@findfreedom.church

When you make a donation, you will receive a receipt from us for the amount of your donation. In some cases, donations made will be tax deductible, but in other cases the donation may not be

tax deductible. It is also your responsibility to determine whether any perks received in exchange for your donation will prevent you from claiming your donation as a tax deduction.

In exchange for being allowed to use the Website, you agree that we will not be liable for any unpaid tax, interest, fines, penalties or any other claims against you in relation to the tax deductibility of your donation. You also agree to indemnify us against any claim made against us in relation to the tax deductibility of your donation.

7. Website Access & Limitations on Use

Ministry hereby grants you permission to use the Website and the Publications as set forth in these Terms of Use; provided that:

- a) your use of the Website and the Publications as permitted is SOLELY for personal or educational, non-commercial uses (and not for resale or commercial benefit);
- b) you will not copy or distribute any part of the Website or the Publications in any medium without prior written authorization from Ministry;
- c) you will not attempt to alter, edit, or otherwise modify any part of the Website or the Publications except as otherwise permitted by these Terms of Use;
- d) you understand that all Content may be monitored and or removed at the sole discretion of Ministry or the Personnel for any reason whatsoever and without prior notice,
- e) you will otherwise comply with the provisions of these Terms of Use;
- f) you agree not to use or launch any automated systems, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Website in a manner that sends more request messages to the servers on which the Website are hosted in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. You agree not to collect or harvest any personally identifiable information, including but not limited to account names and passwords, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes; and
- g) You agree not to solicit, for commercial purposes, any Users of the Website or the Publications.

8. Intellectual Property Rights

Ministry respects the intellectual property rights of others and prohibits uploading to the Website or submitting for any Publications any Content that violates another party's intellectual property rights or Ministry's policies. The Content on the Website and the Publications is subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Ministry trademarks, service marks, logos and related graphics ("Marks") on the Website and/or the Publications and/or Programs are trademarks of Ministry or

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Content in the Website and the Publications is provided to you "AS IS" for your informational, educational and personal spiritual development use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective copyright owners. Ministry reserves all rights not expressly granted in and to the Website and the Publications and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User submissions of third parties obtained through the Website for any commercial purposes. If you download or print or reproduce a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein.

Ministry explicitly forbids the downloading of third party copyright material to other users and/or resources unless written authorization from the copyright owner permitting this exact use is provided. Ministry does not permit copyright infringing activities and infringement of intellectual property rights on the Website or in the Publications, and Ministry reserves the right to remove all Content, including User Submissions, if properly notified that such Content infringes on another's intellectual property rights. Ministry further reserves the right to decide whether Content is appropriate and complies with these Terms of Use and to remove any Content for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. Ministry may remove such Content and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

Ministry permits those posting Content to link to materials on the Website for informational, educational, noncommercial purposes only (and not for resale or commercial benefit). Ministry reserves the right to discontinue any aspect of the Website at any time without prior notice

9. DMCA Copyright Notice and Agent

If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification to Ministry's designated Copyright Agent (as provided below) which will comply with rulings regarding and pursuant to the Digital Millennium Copyright Act ("DMCA"). Specifically, as provided by 17 U.S.C. § 512(c)(3), a notification of claimed infringement must be made in writing to MINISTRY's designated Copyright Agent that includes:

a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit MINISTRY to locate the material, and information reasonably sufficient to permit MINISTRY to locate the material
- d) Information reasonably sufficient to permit MINISTRY to contact you, such as an address, telephone number, and, if available, an electronic mail where you may be contacted:
- e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Copyright Agent designated to receive notifications of claimed infringement for the Website and the Publications is:

Name: Tracy Edwards E-mail Address: info@findfreedom.church

Only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed through the online support system within the Website. You acknowledge that if you fail to comply with these requirements your DMCA notice may not be valid.

10. User Submissions

- a. The Website and the Publications may permit User Submissions and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, MINISTRY and the Personnel do not guarantee any confidentiality with respect to any User Submissions. You understand that none of your User Submissions is considered private nor otherwise deemed protected so as to be accessed solely by you.
- b. You may participate in certain message boards, newsletters, calendars, social media, instant messaging and other public forums. Your participation is voluntary; however by choosing to post or send a message or photograph or otherwise participate in any public forum, you acknowledge and agree that any User Submission provided by you may be viewed by the general public and will not be treated as private or confidential.

- c. You shall be SOLELY responsible for your own User Submissions and the consequences of posting, submitting or publishing such Content to the Website and/or the Publications. In connection with your User Submissions, you affirm, represent, and/or warrant that:
- i. You have read, understood, and are in full compliance with all copyright laws. For more information, go to http://www.copyright.gov.
- ii. you own or have the necessary licenses, rights, releases, consents, and permissions to use and expressly authorize Ministry and the Personnel to use and exercise all intellectual property rights, including without limitation, patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by Ministry and/or the Personnel with respect to the Website, the Publications and in accordance with these Terms of Use; and
- iii. you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by Ministry with respect to the Website, the Publications and in accordance with these Terms of Use.
- d. By submitting the User Submissions to Ministry, you hereby grant Ministry and the Personnel a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, publicly display, digitize, translate, publicly perform, synchronize with other works, create derivative works of, and create collective works or compilations based upon, the User Submissions (or any part or portion thereof) in connection with the Website and the Publications, including without limitation for promoting and redistributing part or all of the User Submissions (and derivative works thereof), or any other publications, documents or advertisements published by Ministry and/or the Personnel, in any and all media or format whether now known or hereafter created for the duration of the copyright or other intellectual property right in such User Submission and such permission may not be revoked for any reason. To the extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in any User Submission submitted by you. Without limiting the foregoing, you further acknowledge and agree that Ministry shall own all copyright in and to any derivative works, compilations or collective works based upon or incorporating any User Submissions to the extent created by or for Ministry and Ministry shall be free to exercise all copyrights in and to such works without accounting to you or obtaining your prior written consent.
- e. If you identify yourself by name or provide a picture or audio or video recording of yourself in a User Submission, you further authorize Ministry and its affiliates and licensees (without compensation to you or others) to reproduce, print, publish and disseminate in any format or media (whether now known or hereafter created) your name, voice and likenesses in furtherance of the mission, educational purposes or operations of Ministry throughout the world, and any such permission cannot be revoked for any reason. To the extent known by Ministry, you will be identified as the User who submitted the User Submission but Ministry shall not be liable

for any damages or losses arising from any use or failure to use your name or otherwise give proper attribution to you or others in conjunction with your User Submission.

- f. In connection with User Submissions, you further agree that you will not:
 - i. submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Ministry all of the license rights granted herein;
 - ii. publish falsehoods or misrepresentations that could tarnish or damage Ministry or any third party;
 - iii. submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
 - iv. post advertisements or solicitations of business; or
 - v. impersonate another person.

Ministry does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Ministry expressly disclaims any and all liability in connection with User Submissions to the fullest extent permitted under the law.

You acknowledge that Ministry has the right to edit or abridge any User Submission or other Content for any reason and to edit, refuse to post or remove any User Submission submitted by you or others for the Website and/or the Publications. Although Ministry has the right to remove without notice any User Submission for any reason, Ministry has no obligation to delete Content that you personally may find objectionable or offensive.

Further, you understand that when using the Website and/or the Publications, you may be exposed to User Submissions from a variety of sources, and that Ministry is not responsible for the accuracy, usefulness, safety, title, or non-infringement of intellectual property rights of or relating to such User Submissions. In addition, you understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies that you have or may have against Ministry and the Personnel with respect thereto.

11. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE WEBSITE AND THE PUBLICATIONS SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, MINISTRY AND ITS TRUSTEES, OFFICERS, EMPLOYEES, VOLUNTEERS, DIRECTORS AND AGENTS AND THE PERSONNEL DISCLAIM ALL WARRANTIES, EXPRESS OR

IMPLIED, IN CONNECTION WITH THE WEBSITE, THE PUBLICATIONS AND YOUR USE THEREOF. MINISTRY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT OF THE WEBSITE AND/OR THE PUBLICATIONS OR THE CONTENT OF ANY SITES LINKED TO THE WEBSITE AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR:

- a. ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT,
- b. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE OR PUBLICATIONS,
- c. ANY UNAUTHORIZED ACCESS TO OR USE OF MINISTRY'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN.
- d. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR
- f. ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON THE WEBSITE OR THE PUBLICATIONS.

MINISTRY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING APPEARING ON THE WEBSITE OR IN THE PUBLICATIONS AND THE MINISTRY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

12. Limitation of Liability

IN NO EVENT SHALL MINISTRY, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, OR AGENTS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM

a. ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT,

- b. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE AND/OR PUBLICATIONS,
- c. ANY UNAUTHORIZED ACCESS TO OR USE OF MINISTRY'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,
- d. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE,
- e. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE
 TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY,
 AND/OR
- f. ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON THE WEBSITE, PROGRAMS AND/OR THE PUBLICATIONS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MINISTRY OR ITS TRUSTEES, OFFICERS, EMPLOYEES, VOLUNTEERS, OR AGENTS OR THE PERSONNEL ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT MINISTRY IS NOT RESPONSIBLE FOR THE ACTIONS OR OMISSIONS OF ANY USER. YOU SPECIFICALLY ACKNOWLEDGE THAT MINISTRY SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. IN NO EVENT SHALL MINISTRY'S AGGREGATE AND COMPLETE LIABILITY TO YOU AND ANY THIRD PARTY IN CONNECTION WITH ANY AND ALL OF ITS USES OF THE USER SUBMISSIONS AND/OR THE WEBSITE AND THE PUBLICATIONS, HOWEVER ARISING, EXCEED A MAXIMUM OF \$1000.00.

The Website is controlled and offered by Ministry and/or its service providers from its facilities in the United States of America. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

13. Indemnity

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS MINISTRY AND ITS TRUSTEES, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES,

COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING FROM YOUR USE OF, POSTING CONTENT TO, AND ACCESS TO THE WEBSITE AND/OR THE PUBLICATIONS, AND YOUR USER SUBMISSIONS.

IF ANYONE BRINGS A CLAIM AGAINST US RELATED TO YOUR ACTIONS, YOU WILL INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE LEGAL FEES AND COSTS) RELATED TO SUCH CLAIM.

14. Governing Law and Jurisdiction

The laws of the State of Texas will govern these Terms, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Dallas County, Texas for the purpose of litigating all such claims. Nothing in these Terms of Use will prevent us from complying with the law.

16. **Dispute Resolution**

Ministry is a Christian organization and believes that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; 1 Corinthians 6:1-8). Therefore, you and Ministry agree that, prior to taking any other action, they will first attempt to resolve any claim or dispute arising from or related to these Terms of Use, the Website and Publications through respectful dialogue.

If such dialogue is not successful, the dispute or shall be submitted to non-binding mediation, which shall be conducted under the then current mediation procedures of Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation (Complete text of the Rules is available at www.iccpeace.com or by contacting ICC PEACE at info@iccpeace.com) or similar organization designated by Ministry. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

Either party may commence the mediation process by providing to the other party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).

The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or

discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

If mediation is unsuccessful, the claim or dispute shall be submitted to legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation (Complete text of the Rules is available at www.iccpeace.com or by contacting ICC PEACE at info@iccpeace.com). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction.

The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to jury and their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision. Any required mediation or arbitration shall take place in the Dallas County, Texas.

The provisions of this section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

16. Assignment

You agree that these Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Ministry without restriction.

17. Term and Termination

These Terms of Use are effective from the date that you first access the Website and/or the Publications or on the date that you accept these Terms of Use prior to a User Submission where prompted, whichever is earlier, and continues in effect until terminated in accordance with these Terms of Use.

Ministry may terminate your access to the Website and/or the Publications any time for any reason. Cause for such termination shall include, but not be limited to: (i) breaches or violations of these Terms of Use; (ii) requests by law enforcement or other government agencies; (iii) a request by you (self-initiated account deletions); (iv) discontinuance or material modification to the Website and/or the Publications (or any part thereof); (iv) unexpected technical or security issues or problems; (v) extended periods of inactivity; (vi) fraudulent or illegal activities performed by or on behalf of you; (vii) discontinuance of the Website and/or the Publications as a whole; (viii) a statement by you that you no longer agree to these Terms of Use, or a statement by you otherwise requesting termination of your access to the Website and/or the Publications; and/or (ix) any other reason reasonably considered by Ministry to be in their best interest. You further agree that any such termination may be effected without prior written notice to you.

Upon termination, Ministry will have no further obligation or responsibility to you with respect to the Website and/or the Publications terminated, and you will have no further obligation or responsibility to Ministry with respect to the Website and/or the Publications terminated; provided, however, the foregoing statement does not apply to any liability, responsibility, or

obligation of either party existing or arising prior to the effective date of termination or any rights or license granted by you to Ministry with respect to any User Submission or other Content under these Terms of Use. Your obligations under these Terms of Use, which by their nature are intended to survive termination (such as indemnification) shall survive the termination of your access to the Website and/or the Publications.

18. **COPPA**

Ministry does not knowingly solicit data from children or knowingly market to children. Ministry is concerned about the safety of children and their use of the Internet. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act of 1998, it does not knowingly request or solicit personally identifiable information from anyone under the age of 13 without prior verifiable parental consent. In the event that Ministry receives actual knowledge that it has collected such personal information without the requisite and verifiable parental consent, Ministry will delete that information from the Website as quickly as is reasonably practical.

19. Miscellaneous Terms

If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

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Updated December 7, 2024