

Terms of Service

1. Acceptance of Terms of Use: Say Amen! Ministries LLC, d/b/a Say Amen! ("Say Amen!") provides its on-line services and Website to you, the User, subject to this Terms of Service Agreement ("TOS"). Say Amen! reserves the right to alter the TOS at any time without notice to User. By using the Say Amen! website, located at the URL www.sayamen.org, User agrees to abide by this TOS Agreement.

2. On-line Services and Disclaimer of Warranty: The Say Amen! website provides online resources including, but not limited to, online information regarding Say Amen!'s Content Providers' downloadable programs and online communities. Any new services, resources or informational content added to the website shall fall under the terms of this TOS Agreement. The online resources, informational content, and software on this website is provided "AS IS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OF ANY COMPUTER PROGRAM OR SOFTWARE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION, OR NON-INFRINGEMENT. Say Amen! assumes no responsibility for any data loss or other loss suffered by any User of this website. User is fully responsible for maintaining its computer equipment and Internet access to use the Say Amen! website.

3. Registration: Certain areas of the Say Amen! website, for a fee, are provided solely to registered Users of the website. Any User registering for such services agrees to provide true and accurate information during the registration process. Say Amen! reserves the right to terminate the access of such Users should Say Amen! know, or have reasonable grounds to suspect, that a User has entered false or misleading information during the registration process. ALL REGISTERED USERS MUST BE OF LEGAL AGE TO REGISTER. Children under the age of 18 shall not be permitted to register unless under the strict supervision of a legal guardian. Say Amen! reserves the right to require valid credit card information as proof of legal age. Say Amen! maintains a strict on-line *Privacy Policy*, and will not sell or give your information to other parties.

4. User account: Users will select a username and password upon completing the registration process. Users are fully responsible for maintaining the confidentiality of their username and password. User agrees to immediately notify Say Amen! at security@sayamen.org should User know, or have reasonable grounds to suspect, that the username and/or password have been compromised. Say Amen! shall not be responsible for User's failure to abide by this Paragraph.

5. Informational content supplied by Users: User understands that all information, computer files, software, graphics, sound files, video files and text, whether publicly displayed by User on the Say Amen! website, or privately transmitted through the Say Amen! website, are the responsibility of the User from which such informational content has originated. User is fully responsible for any and all informational content that user uploads, posts, e-mails, or transmits using the Say Amen! website. Say Amen! does not and cannot control the informational content Users transmit through the Say Amen! website. Under no circumstances shall Say Amen! be held liable for User's exposure to informational content that User deems offensive, indecent or objectionable. Under no circumstances shall Say Amen! be held liable for any errors or omissions in any informational content transmitted by Users.

6. User conduct: User agrees to not use the Say Amen! website to:

(a) upload, post, or transmit Content that is unlawful, defames or vilifies any person, people, races, religion or religious group and is not obscene, pornographic, indecent, harassing, threatening, harmful, defamatory, libelous, invasive of privacy or publicity rights, abusive, inflammatory or otherwise

objectionable;

(b) collect personal information on, "cyberstalk" or harass another User, or engage in conduct that negatively affects the online experience of another User;

(c) impersonate another User, person, or entity, including any official or employee of Say Amen!;

(d) intentionally violate any local, state, or federal law, including violations of the Copyright Act;

(e) upload, post or transmit any Content or files that include malicious code, including but not limited to viruses, trojan horses, worms, time bombs, cancelbots, or any other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, data, or personal information;

(f) interfere with the operation of Say Amen!'s web servers or other computers or Internet or network connections;

(g) upload, post or transmit any informational content that is the copy-righted, patented or trademarked intellectual property of another, or the trade secret of or confidential information of another;

(h) upload, post or transmit and unsolicited or unauthorized advertising, including "spam" or "junk mail."

(i) upload Content that is misleading and deceptive and offers or disseminates fraudulent goods, services, schemes, or promotions.

7. Right to Inspect and Delete: Say Amen! does not pre-screen uploaded, posted or transmitted Content, but Say Amen! reserves the right to inspect and delete any content that Say Amen! knows, or has reason to know, has violated this TOS Agreement. Say Amen! reserves the right to immediately, and without notice, terminate the account of any Content Provider found to have violated the provisions of this TOS Agreement. Say Amen! may disclose any informational content Users post, upload or transmit to the Say Amen! website, if such disclosure is necessary to enforce this TOS Agreement, to respond to claims of intellectual property infringement, to comply with legal process, or to protect the rights of Say Amen!, the public, or other Users.

8. Content submitted by Users and Content Providers: Say Amen! does not claim ownership of any informational content submitted by Users and/or Content Providers to the Say Amen! website. User grants Say Amen! an exclusive license to use, distribute, and publicly display any informational content submitted to the Say Amen! website. This license exists only so long as User allows its content to remain on the Say Amen! website and will terminate in the event that User removes such content, or such content is removed by Say Amen!.

9. Indemnity: You agree to indemnify and hold Say Amen!, and its subsidiaries, affiliates, officers, agents, Content Providers, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post, transmit or make available through the website, your use of the services of the website, your connection to the website, your violation of the TOS, or your violation of any rights of another.

10. No resale: User agrees not to reproduce, copy, duplicate, or sell any portion of the Say Amen! website, including, but not limited to, any content downloaded from the website.

11. Limits and modifications: Say Amen! may establish without notice limits on the use of its website, including the maximum number of times Users may post to or participate in the **online communities**,

or to the number of times Users may access the Say Amen! website. Say Amen! reserves the right to modify any and all portions of the Say Amen! website without notice. Under no circumstances shall Say Amen! be liable to User, or any other party, for such limits or modifications.

12. Termination of User account: Say Amen! may, at its sole discretion, terminate the User's account for any reason. Under no circumstances shall Say Amen! be liable to User or any other party for such termination of User's account.

13. Third party advertisers: Say Amen! may allow third party advertisers to advertise on the Say Amen! website. Say Amen! takes no responsibility for User's dealings with, including any online or other purchases from, any third party advertisers. Say Amen! shall not be liable for any loss or damage incurred by User in its dealings with third party advertisers.

14. Hyperlink policy. The Say Amen! Ministries LLC, d/b/a Say Amen! site may contain hyperlinks to other Internet sites not under the editorial control of Say Amen! Ministries LLC, d/b/a Say Amen! These hyperlinks are not express or implied endorsements or approvals by Say Amen! Ministries LLC, d/b/a Say Amen!, of any products, services or information available from these sites.

15. Say Amen!'s intellectual property rights: User agrees not to distribute, license, or create derivative works from any of Say Amen!'s, or its Content Providers', copyrighted or trademarked material, including graphic files and software, available on the Say Amen! website.

16. No Warranties. THE INFORMATION AND DOWNLOADABLE SOFTWARE PROVIDED ON THIS WEB SITE IS PROVIDED "AS IS" AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OF ANY COMPUTER PROGRAM OR SOFTWARE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION, OR NON-INFRINGEMENT.

17. Limitation of Liability: SAY AMEN! MINISTRIES LLC, D/B/A SAY AMEN!'S MAXIMUM LIABILITY FOR ANY INACCURATE INFORMATION OR SOFTWARE AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE INFORMATION RECEIVED (IF ANY). SAY AMEN! MINISTRIES LLC, D/B/A SAY AMEN! IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, LOSS OF BUSINESS, LOSS OF PROFITS OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF THIS PARAGRAPH MAY NOT APPLY TO YOU.

18. Notice: Notices may be posted to the Say Amen! website or emailed to Users using the email address Users submitted during the registration process.

19. General: This TOS Agreement constitutes the entire agreement between you and Say Amen! and governs your use of the Say Amen! website. This TOS Agreement shall be governed by the laws of the State of New York. User agrees to submit to the personal and exclusive jurisdiction of the courts located within the county of Orange in the State of New York. The failure of Say Amen! to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of this TOS Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS Agreement remain in full force and

effect. Any claim arising under the terms of this TOS Agreement must be brought within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

20. Violations: Please report any known or suspected violations of the Terms of Use, including any suspected copyright or trademark violations, to **security@sayamen.org**.