

Good Shepherd Outreach Ministries / The Total Woman Teaching Series  
Terms of Use  
**Posted July 26, 2020**

These Terms of Use (“Terms”) are our terms of service that govern our relationship between you (**the “User”**) and Good Shepherd Outreach Ministries / The Total Woman Teaching Series (**“Us”**) concerning the Good Shepherd Outreach Ministries / The Total Woman Teaching Series website located at <http://www.joandhampton.com> (the “Website”) and app (the “Application”). By using or accessing this Website and/or this Application, you agree to these Terms, as updated from time to time. Because the Website and the Application provide a wide range of services, we may ask you to review and accept supplemental terms that apply to your use of the Website and the Application. To the extent those supplemental terms conflict with these Terms, the supplemental terms govern.

### **1. General Information**

**Entire Agreement.** These Terms constitute the entire agreement between you and us and governs your use of the Website and the Application, superseding any prior agreements between you and us with respect to the Website and the Application.

**Waiver and Severability of Terms.** Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of the listed rights or provisions. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should try to give effect to our intentions as reflected in the provision, and that the other provisions of these Terms remain in full force and effect.

**No Right of Survivorship and Non-Transferability.** You agree that the profile you create to access the Website and the Application (if and where applicable) is non-transferable, and any rights or contents within your profile terminate upon your death. To request that your profile be deleted, please email [infojoandhampton.com](mailto:infojoandhampton.com).

### **2. Description of Services**

The Website and the Application provide you with access to a growing variety of services and resources including, but not limited to, viewing videos, giving, informational content, spiritual development content, news and updates, other various communications tools, forums, and personalized content, at no charge to you. By using the Website and the Application, you understand that this usage may include communications from us, including, but not limited to, service announcements, administrative messages, and other messages to which you have individually subscribed. You understand and agree that you are responsible for obtaining access to the Website and the Application, which may involve equipment and third-party fees (such as

Internet service provider fees, airtime charges, or other charges associated with the display and delivery of messages).

### **3. Mobile and Other Devices**

We provide the Website and the Application for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply.

### **4. Privacy**

Your privacy is very important to us. Our Privacy Policy outlines how we collect and use the information you provide while using our described services. We encourage you to review the Privacy Policy.

### **5. Registration and Profile Security**

Users agree to provide their real name and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your profile:

- You will not provide any false personal information or create a profile for anyone other than yourself without permission.
- If we disable your profile, you will not create another one without our express written permission.
- You will not use the Website or the Application if you are under the age of 13. If you are under 18, we may, at our discretion, require you to obtain the consent of a parent or guardian to view certain content or participate in certain services, and we may limit access to certain content to users above a specified age. You agree to abide by any such restrictions, and not to help anyone avoid these restrictions.
- You will keep your contact information accurate and up-to-date.
- If you select a username or similar identifier for your profile, we reserve the right to remove or reclaim it if we believe this action is appropriate (such as when a trademark owner complains about a username that does not closely relate to a User's actual name).

### **6. Member Conduct**

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, posts, or other materials (the "Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person from whom this Content originated. This means that you are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Website and the Application. Although we monitor the Content submitted to the Website and the Application, we cannot reasonably guarantee the accuracy, integrity, quality, or suitability of this Content. You understand and agree that by using the Website and the Application, you may be exposed to Content that is offensive, indecent or objectionable.

You agree not to use the Website and the Application to: upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, discriminatory, or racially, ethnically or otherwise objectionable;

harm minors in any way; impersonate any person or entity, including, but not limited to, an Application official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Website and the Application; upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

disrupt the normal flow of dialogue, or otherwise act in a manner that negatively affects other Users' ability to engage in real-time exchanges; interfere with or disrupt the Website and the Application or servers or networks connected to the Website and the Application or disobey any requirements, procedures, policies or regulations of networks connected to the Website and the Application; intentionally or unintentionally violate any applicable local, state, national or international law;

provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; "stalk" or otherwise harass another; and/or collect or store personal data about other Users in connection with the prohibited conduct and activities set forth above.

We provide the Website and the Application for uncompensated, personal, and intangible spiritual and/or religious benefit. You acknowledge that we may or may not pre-screen Content, but that we shall have the right (but not the obligation) and sole discretion to pre-screen, refuse, or remove any Content that is available via the Website and the Application for any reason.

## **7. Disclosure of Your Identity and Content**

We may disclose any information we have about you (including your identity) if we determine that a disclosure is necessary in connection with any investigation or complaint regarding your use

of this Application, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, or the rights or property of visitors to or Users of this Application. We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request.

You acknowledge, consent, and agree that we may access, preserve, and disclose your profile information and Content if required to do so by law or in a good faith belief that access, preservation, or disclosure is reasonably necessary to: comply with legal process; enforce these Terms; respond to claims that any Content violates the rights of third parties; respond to your requests for customer service; and/or protect our rights, property, or personal safety, our Users and the public. You understand that the technical processing and transmission of this Application, including your Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

## **8. Amendments**

We may need to update the Terms in the future. Any change will take effect when posted as the most current version of these Terms at: <http://www.joandhampton.com/terms>. For your convenience and future reference, the date of the version of these Terms is set forth above. Your continued use of the Website and the Application is your consent that you agree to the Terms of Service, so please be sure to check back periodically. When using the Website and/or the Application you are subject to any additional guidelines or rules which may be posted from time to time on the Website and the Application. All such guidelines or rules are incorporated by reference into these Terms. Violations of these Terms should be reported via email to [infojoandhampton.com](mailto:infojoandhampton.com).

## **9. Termination**

You agree that we may, for any reason or no reason and without prior notice, at our sole discretion, immediately terminate your profile and access to the Application at any time and for any reason, and shall not be liable to you or any third party for any termination of your profile or access to the Website and the Application. You agree that we will not be liable to you or to any third party for termination of your access to the Website and the Application as a result of any violation of these Terms.

## **10. Modifications to Service**

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website or the Application (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Website or Application.

## **11. Governing Law & Dispute Resolution**

Choice of Law and Forum. The Terms and the relationship between you and us shall be governed by the laws of the State of South Carolina without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction by venue in the state and federal courts in Columbia, South Carolina, and waive any objection to South Carolina's jurisdiction or venue. Any claim under these Terms must be brought within one (1) year after the cause of action arises, or the claim or cause of action is barred. In the event of any controversy or dispute between or arising out of or in connection with your use of the Website and the Application, then we shall attempt, promptly and in good faith, to resolve any dispute. If we are unable to resolve the dispute within a reasonable time (not to exceed thirty (30) days), then either of us may submit the controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the both of us shall be free to pursue any right or remedy available to them under applicable law.

We work to keep the Website and the Application operating as reasonably well as possible by eliminating "bugs" or other errors that can negatively impact your experience with the Website and the Application. However, there is NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT GUARANTEE THAT THE WEBSITE AND THE APPLICATION WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT THE WEBSITE AND THE APPLICATION WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. WE ARE NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY THIRD PARTIES.

## **12. Indemnity**

You agree to indemnify and hold us, our officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against us by any third party due to or arising out of or in connection with your use of the Website and the Application.

## **13. Limitation of Liability**

Except where prohibited by law, in no event will we be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if we have been advised of the possibility of such damages. You expressly understand and agree that any material downloaded or otherwise obtained through the use of the Website or the Application is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any downloaded material.

The Website and the Application may provide, or third parties may provide, links to other World Wide Web sites or resources. You acknowledge and agree that we have no control over, are not responsible for the availability of, and do not endorse and are not responsible or liable for, any Content, advertising, products or other materials on or available from other sites or resources. You acknowledge and agree that we are not responsible in any way for any damage or loss caused by or in connection with use of or reliance on any site or resource.

#### **14.No Third-Party Beneficiaries**

You agree that, except as otherwise expressly provided within these Terms, there shall be no third-party Beneficiaries to this agreement.

#### **15.Dealings with Third Parties**

You acknowledge that your dealings with any parties met or found on or through the Website and the Application are solely between you and that party. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any dealings with a third party. You are urged to exercise good judgment, care, and caution when meeting with or communicating with any third party met or found on or through the Website and Application.

#### **16.Notice**

We may provide you with notices, including those regarding changes to these Terms, including, but not limited to email, regular mail, SMS, MMS, text message, postings on the Website and the Application, or other reasonable means now known or later developed.

#### **17.Proprietary Rights**

You acknowledge and agree that the Website and the Application contain proprietary and confidential information that is protected by copyrights, trademarks, service marks, patents, intellectual property laws, or other proprietary rights and laws. Except as expressly permitted by applicable law or authorized by us, you agree not to copy, modify, rent, lease, loan, sell, distribute, publicly display, publicly perform or create derivative works based on the Website and the Application, in whole or in part.

#### **18.Trademark Information**

The trademarks, logos, service marks, and product and service names related to the Website and the Application and its ministries are trademarks of Good Shepherd Outreach Ministries / The Total Woman Teaching Series . Without prior written permission from us, you agree not to display or use the Website's and the Application's marks in any manner.

#### **19. Notice and Procedure for Making Claims of Intellectual Property Infringement**

We respect the intellectual property of others. We ask you to do the same, particularly where it pertains to using the Website and the Application. We may, in appropriate circumstances and at

our sole discretion, disable and/or terminate the profiles of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please send the following information to: [infojoandhampton.com](mailto:infojoandhampton.com):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest in question;
- a written description of the copyrighted work or other intellectual property that you claim has been infringed;
- a written description of where the material that you claim is infringing is located on the Website and/or the Application;
- your address, telephone number, and email address (all that apply);
- a written 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; and
- a written statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner, or that you are authorized to act on the behalf of the copyright or intellectual property owner.

## **20. Special Provisions Applicable to Users Outside the United States**

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to Users and non-users who interact with the Website and the Application outside the United States:

You consent to having your personal data transferred to and processed in the United States; if you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals, you will not engage in commercial activities on the Website and the Application (such as advertising or payments) or operate a platform application or website; and you will not use the Website and the Application if you are prohibited from receiving products, services, or software originating from the United States.

## **21. Violation of These Terms of Use**

If we take any legal action against you as a result of your violation of these Terms, we will be entitled to recover from you, and you agree to pay all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to us. You agree that we will not be liable to you or to any third party for termination of your access to the Website and the Application as a result of any violation of these Terms.

You also agree that any violation by you of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to us, for which monetary damages would be

inadequate, and you consent to us obtaining any injunctive or equitable relief that we deem necessary or appropriate in these circumstances. These remedies are in addition to any other remedies we may have at law or in equity.