

ALLAN BAGG MINISTRIES WEBSITE TERMS AND CONDITIONS

Effective Date 21-12-2016

PLEASE READ THE TERMS AND CONDITIONS BEFORE CONTINUING TO BROWSE THE WEBSITE

1. Terms and Conditions Apply to the use of the Website

- 1.1 The use of this Website is subject to the terms and conditions contained in this agreement, which may be amended from time to time.
- 1.2 By using this Website, you agree to be bound by the Terms and Conditions;
- 1.3 If you do not agree to be bound by the Terms and Conditions, you must immediately cease browsing and using the Website.
- 1.4 ABM reserves the right to amend the Terms and Conditions without prior or any notice and it remains your responsibility to periodically check the Effective date and verify your continued agreement with the Terms and Conditions.

2. Definitions

- 2.1 "*ABM*" means Allan Bagg Ministries;
- 2.2 "*Content*" means all aspects of this Website, including but not limited to the text, user and visual interfaces, photographs, trademarks, logos, sounds, audio clips, music, artwork, computer code, sermons and spiritual educational content, as well as the artistic or other arrangement of the aforesaid content;
- 2.3 "*Effective date*" means the date in the heading of this agreement, which reflects the latest date upon which amendments have been made to the Terms and Conditions.
- 2.4 "*Framing*" means the practice of intact reproduction of a page or pages of one website into another website;
- 2.5 "*Terms and Conditions*" means the terms and conditions as set forth in this agreement, as amended from time to time, which includes the Privacy Policy, which is regarded as incorporated into the Terms and Conditions;
- 2.6 "*You*", "*Your*" or "*User*" means any person who accesses this Website for any purpose;
- 2.7 "*Website*" means the website of ABM at URL www.allanbaggministries.org, www.thebaycfc.org or such other URL as ABM may choose to use from time to time.



3. Content

- 3.1 Except where expressly stated to the contrary, the copyright to the Content of the Website is owned by ABM and as such ABM asserts and reserves all its rights in this regard.
- 3.2 You being granted access by ABM to use the Website will not in any way result in an assignment of or license to use any intellectual property owned by ABM or any other party.
- 3.3 Except as expressly provided in the Terms and Conditions, no part of this Website may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way without ABM's express prior written consent.
- 3.4 Except for the use of the search facility provided on the Website, no person may use or attempt to use any technology or applications (including web crawlers) to search or copy Content from the Website for any purpose without the prior written consent of ABM. Any attempt to do so, whether successful or not, may be considered an offence.

4. Your use of the Website

- 4.1 You are allowed to:
 - 4.1.1 Download a single copy of any portion of the Content for your personal, non-commercial, entertainment, information or other non-public use;
 - 4.1.2 Link to any posting or page on this Website by hyperlinking as to redirect users to an original article or other Content on ABM's Website.
- 4.2 You are not allowed to:
 - 4.2.1 Attempt to gain unauthorized access to any portion or feature of the Website or to any of the services offered on or through the Website, by hacking, or any other illegitimate means;
 - 4.2.2 Use the Website or any Content for any purpose that is unlawful or prohibited by the Terms and Conditions, or to solicit the performance of any illegal activity or other activity which infringes upon the rights of ABM;
 - 4.2.3 Interfere in any manner with the data or information displayed on this Website which causes it to be modified, destroyed or otherwise rendered ineffective or inaccurate, as it constitutes an act contrary to the provisions of the Electronic Communications and Transactions Act 25 of 2002 and you may be guilty of an offence;
 - 4.2.4 Interfere in any manner with any third party's access to this Website, which includes denying access to the Website, whether partial or absolute, as it constitutes an act contrary to the provisions of the

Electronic Communications and Transactions Act 25 of 2002 and you may be guilty of an offence.

- 4.3 Notwithstanding ABM taking appropriate security precautions to protect the Website against abuse by third parties, by accessing and using the Website you accept that ABM is not liable for any damages caused to you by the malicious interference with the operation of this Website, and/or any destructive data or code that may be communicated to computers or information systems used by you as a result of your access and using of the Website.
- 4.4 ABM may institute appropriate action to obtain relief against the perpetrator of the actions contemplated under paragraphs 4.2.1 through 4.2.4, with a view to recovering any damages that it may suffer and to protect the Website against defacement, unauthorised amendment of Content and disruption of the use of the Website.

5. Third Party Sites

- 5.1 The inclusion of any hyperlink to a third-party site on the Website does not imply our endorsement of that website.
- 5.2 You access hyperlinks at your own risk and ABM makes no claim that it has reviewed any or all such websites and is furthermore not responsible for:
 - a) The Content, completeness or accuracy of these hyperlinks and websites; or
 - b) Any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of the third-party website.
- 5.3 The use of any third-party websites accessed through a hyperlink on the Website is regulated by separate Terms and Conditions and Privacy Policy established by that third-party website. We encourage you to diligently peruse the third-party website Terms and Conditions and Privacy Policy before continuing to use the said website.

6. Protection of personal information

The processing of any personal information is regulated by the ABM Privacy Policy, which is published on the Website.

7. Disclaimer

- 7.1 ABM takes reasonable care to ensure the accuracy and integrity of the Content on the Website.
- 7.2 Notwithstanding paragraph 7.1, ABM makes no presentation or warranty, whether express or implied:

- 7.2.1 As to the operation, integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information obtained from this Website;
- 7.2.2 That the products, information or files available on this Website are free of viruses, destructive materials or any other data or code which can corrupt, compromise or jeopardise the operation or Content of a computer system, computer network or your hardware or software.
- 7.2.3 That your accessing this Website, submitting prayer requests online, watching sermons or reviewing spiritual material available on the Website will lead to specific spiritual, physical, emotional or mental results that you may be seeking.
- 7.3 The use of the Website is entirely at your own risk and the Content is provided "as is".
- 7.4 ABM accepts no liability for any damages or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action, including but not limited to the failure to provide specific spiritual, physical, emotional, mental or technical results.

8. Indemnity

You agree to indemnify and hold ABM, its affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with, your access to or use of the Website, your conduct in connection with the Website, or any violation of the Terms and Conditions or of any law or the rights of any third party.

9. Jurisdiction

- 9.1 These terms and conditions are governed by and construed in accordance with the law of the Republic of South Africa.
- 9.2 Any and all disputes, claims, and causes of action arising out of or connected to your access to the Website or participation in ABM's online community shall be resolved individually, without resort to any form of class action, and exclusively by mediation.
- 9.3 If a dispute requires mediation, the parties involved agree to submit their dispute to an agreed upon faith based and biblically sound organisation, whose findings will be binding.

10. General

- 10.1 The Terms and Conditions record the entire agreement between you and ABM in respect of your access and use of the Website.
- 10.2 If any provision of the Terms and Conditions is found to be invalid by any mediation or arbitration group or court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions which will remain in full force and effect.
- 10.3 ABM's omission to exercise any right under these terms and conditions will not constitute a waiver of any such right.
- 10.4 Notwithstanding the fact that hyperlinks in the Terms and Conditions to certain documents should be deemed part of the Terms and Conditions in terms of section 11 of the Electronic Communications and Transactions Act 25 of 2002, the fact that some or all the hyperlinks may be non-operational, will not play a role in determination of the validity and interpretation of these terms and conditions.