

# TERMS AND CONDITIONS

Christian Vision

Terms & Conditions

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## 1. ACCEPTANCE OF TERMS

Christian Vision Europe (“CVEU”) is a UK based nonprofit corporation. Christian Vision North America (“CVNA”) is a Texas-based nonprofit corporation. Both (“CV”, “we”, “our”, “us”) aim to promote the Christian faith globally through online mass media and the support of Christian mission workers, churches, missionary organisations and mission projects on the ground. You can read more about CV by visiting [www.cvglobal.co](http://www.cvglobal.co).

This notice (together with the documents referred to on it) tells you the terms on which you may make use of Christian Vision (“CV”, “we”, “our”, “us”) websites, products and services as a guest. Please read these terms of use carefully before you start to use our websites, products or services.

By using CV websites, products and services you:

1. acknowledge that you are over sixteen (16) years of age; and
2. agree to be bound by these Terms and Conditions and [Privacy Policy](#). If you do not agree to the Terms and Conditions please exit CV websites, products and services and do not proceed to access or use CV websites, products and services in any way.

CV reserves the right to modify, permanently or temporarily disable or discontinue any part of its websites, products and services and to alter, amend or withdraw any part of the [Privacy Policy](#), these Terms and Conditions or any information or material appearing on CV websites, products and services at any time, without liability or further notice to you. Your continued use of CV websites, products and services will constitute an automatic acceptance of any alteration, withdrawal or amendment of same.

Your commitment to these Terms of Service in all areas, communities, personal web pages, electronic mail postings and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, Services), ensures a positive experience for all our users. CV is not responsible for any user-created content, activities or mailings on non-CV managed services. This Agreement includes [CV's Privacy Policy](#). CV assumes no responsibility or liability for this material. If you become aware of misuse of CV websites, products and services by any person, please contact CV. CV reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to restrict, suspend, or terminate your access to all or any part of CV websites, products and services at any time, for any or no reason, with or without prior notice, and without liability.

## 2. YOUR AGE

You must be 16 years or older to use CV websites, products and services. By registering on any CV websites, products and services, you represent and warrant that you are 16 or older and that you have the capacity to understand, agree to and comply

with these Terms of Service of service. If you are under the age of 16 you represent and warrant that you have permission to use this service by a parent or guardian, and they are older than 16 and they have the capacity to understand, agree to and comply with these Terms of Service of service.

## 3. JOINING A CV COMMUNITY

In order to access some features on CV Platforms, you may have to become a registered member by completing your profile through a Mobile App and complying with the registration requirements as prompted/indicated, which may be subject to change at CV's discretion from time to time

You should provide true, accurate and complete registration information. As part of a registration process, you may be provided with a username (login, a unique user's account name) and a password, and you will be responsible for all activities occurring under your username and for keeping your password secure.

At CV's sole discretion the registration of a profile may be refused if that profile:

1. impersonates a third party;
2. is or may be protected by trademarks or any other intellectual property rights; or
3. is vulgar, offensive or otherwise inappropriate.

You agree to notify CV immediately if you suspect any unauthorised use of your account or access to your password. You are solely responsible for any and all use of your account. This Agreement shall remain in full force and effect while you use CV websites, products and services.

CV websites, products and services may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved beforehand by CV. Appropriate legal action will be taken for any illegal or unauthorised use of CV websites, products and services.

By submitting, posting or displaying any Materials on or through CV websites, products

and services, you automatically grant to CV a worldwide, non-exclusive, sublicense able, transferable, royalty-free, perpetual, irrevocable right to copy, distribute, create derivative works of, publicly perform and display such Materials. That said, our use of your personal information is governed by our [Privacy Policy](#) and we will never use or disclose your personally-identifiable information outside of the terms of our [Privacy Policy](#) or unless you expressly tell us to. If you would like to opt out of the above Materials section of this contract, please contact us using the contact details provided in the Contact Details section of this document.

Do not post any materials (including software and other information, including links to other websites) that could harm (or is designed to harm) other users' computers or devices or would allow others to inappropriately access software or Web sites.

You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of CV to terminate Membership privileges of any Member who repeatedly infringes the copyright rights of others upon receipt of prompt notification to CV by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied in a way that constitutes copyright infringement, please contact us using the contact details provided in the Contact Details section of this document.

You are solely responsible for your interactions with other CV users. CV reserves the right, but has no obligation, to monitor disputes between you and other Members.

CV shall not be responsible for any connection or access to CV websites, products and services by you, or the quality of the transmission of any information passing between you and the website. You will be responsible for providing your own communications equipment to access the CV websites, products and services via the Internet, and the Internet access charges thereon.

Access to CV websites, products and services is permitted on a non-permanent basis, and we reserve the right to withdraw, restrict or amend the service we provide on our sites without notice. We will not be liable if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our

site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

If CV, in its absolute discretion, determines that you have breached these Terms and Conditions, CV may immediately and without further notice, suspend your access and use of CV websites, products and services and may delete any data associated with your registered user account(s). If CV terminates your registered user account, you must not create another registered user's account without CV's written permission.

## **4. PROVISION OF CV WEBSITES, PRODUCTS AND SERVICES TO REGISTERED USERS**

### **4.1 Access**

CV, in accordance with these Terms and Conditions, shall provide access to CV websites, products and services to the Registered User, so long as the Registered User is not in breach of any of these Terms and Conditions.

1. Registered Account Information – The Registered User is responsible for maintaining the confidentiality of the Registered User's information.
2. The Registered User can review and edit information as required in the registered account.
3. The Registered User is solely responsible for all activities occurring under their registered account. If the Registered User believes the information and privacy of their account is not secure, the Registered User can restrict access to the CV website, products or service they are utilizing.

### **4.2 Directions**

Throughout the Term the Registered User must comply with all reasonable and lawful directions that CV may issue in its discretion from time to time with respect to the use of and access to CV websites, products and services.

## 4.3 Restricted Access

From time to time, CV may restrict access to some parts of CV properties, or all of CV properties, to Registered Users.

## 4.4 Termination

1. CV may terminate your User Registration at any time, at CV's sole discretion, without notice to you.
2. You may terminate your User Registration at any time, for any reason. To do so, please contact us using the contact details provided in the Contact Details section of this document.
3. For a description of your rights, please view the CV [Privacy Policy](#).

# 5. YOUR WARRANTIES AND OBLIGATIONS

## 5.1 You agree to:

1. comply with these Terms and Conditions, along with all applicable laws and regulations;
2. comply with CV's [Privacy Policy](#) and any other policy CV publishes on CV websites, products and services from time to time;
3. use CV websites, products and services in good faith and for lawful purposes.

## 5.2 You must not:

1. post or send any material, or do anything which is unlawful, offensive, abusive, indecent, defamatory or menacing, or in breach of any publicity, privacy or other rights of others;
2. reproduce, distribute, re-transmit, upload, repost, or “frame” any of the information or material on CV websites, products and services for any purpose;
3. upload or post any content in violation of any third party intellectual property rights;
4. post commercial advertisements or promotional material without CV’s consent;
5. cause annoyance, inconvenience or needless anxiety to others;
6. use CV websites, products and services for the purpose of harming or attempting to harm others in any way;
7. collect information from CV websites, products and services (including information about other Registered Users);
8. disrupt, modify, reverse engineer, interfere, upload, re-transmit or copy the layout of Websites, Platforms, Apps or any associated computer software or code contained in CV websites, products and services and/or servers in any way;
9. impede or interfere with others’ use of CV websites, products and services and further, alter or tamper with any information or materials on or associated with CV websites, products and services;
10. use any data mining robots or other extraction tools;

metatag or mirror websites without CV’s prior written permission;

1. directly access or manipulate the application programming interface (API) in any way;
2. attempt to gain access to CV servers by any means, other than by http requests using a web browser.

## 6. INTERACTIVE SERVICES

1. CV websites, products and services provide a number of interactive services, including:
  1. opportunity to share videos;
  2. messaging service;
  3. blogs;
  4. links to other social media networks;
  5. access to various reporting tools;
  6. location based connections to CV ministry partners.
2. CV has community specialists who currently monitor some of the activity on the interactive services, however, CV is under no obligation to oversee, monitor or moderate any interactive service provided, and CV expressly excludes liability for any loss or damage arising from the use of any interactive service by a Registered User or guest in contravention of our content standards, whether the service is moderated or not.
3. The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. It is advised that parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.
4. Where CV does moderate an interactive service, you will be provided with a means of contacting the moderator, should a concern or difficulty arise.

## **7. COMMUNICATION STANDARDS**

These communication standards apply to any and all communications which you contribute to CV websites, products and services, and to any interactive services associated with it.

### **7.1 Contributions must:**

1. Be accurate (where they state facts);
2. Be genuinely held (where they state opinions); and
3. comply with applicable local law in any country from which they are posted.

## 7.2 Contributions must not:

1. Contain any material which is defamatory of any person.
2. Contain any material which is obscene, offensive, hateful or inflammatory.
3. Promote sexually explicit material.
4. Promote violence.
5. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
6. Infringe any copyright, database right, trade mark or any other intellectual property right of any other person.
7. Be likely to deceive any person.
8. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
9. Promote any illegal activity.
10. Be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
11. Be likely to harass, upset, embarrass, alarm or annoy any other person.
12. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
13. Give the impression that they emanate from CV, if this is not the case; or
14. Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## 7.3 Removing Contributions

CV has the right to remove any contributions you make using our interactive services if, in our opinion, such material does not comply with the content standards set out above or these Terms and Conditions, generally.

## 8. INTELLECTUAL PROPERTY

1. You warrant that any contribution you make to CV websites, products and services does not infringe any copyright, database right, trade mark or any other intellectual property right of another person.
2. You warrant that you have all necessary licenses, rights, consents and permissions which are required to allow you to make any contribution to CV websites, products and services without infringing any third party intellectual property rights.
3. Whenever you upload or post any information or material to CV websites, products and services (including any text, photographs, images, video or audio), you:
  1. grant CV permission to display, reproduce, distribute and use the information and material in any way (including adapting or editing) in any media worldwide; and
  2. grant all Registered Users of CV websites, products and services permission to display, reproduce, distribute and use the material to the extent permitted by the purpose of the CV website, product or service and only in accordance with these Terms and Conditions.
4. If you believe that your work has been copied and posted on our site in a way that constitutes copyright infringement, please contact us using the contact details provided in the Contact Details section of this notice.

## 9. THIRD PARTY SITES

1. The Website may contain links to third party websites, owned and operated by third

parties and outside CV's control. CV takes no responsibility for the information/material contained or privacy compliance by any linked websites, and does not endorse any aspect of these third party services. Such links are provided for convenience only. You use these third party services at your own risk.

2. If you choose to purchase goods or services from a third party, including one accessed from the Website, you are entering a separate agreement with that third party, and expressly agree that CV is not a party to any such transaction.

## 10. LINKING TO WEBSITE

1. You may link the Website without CV's consent, provided it is done in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
2. Any such linking will be entirely your responsibility and at your expense.
3. By linking, you must not alter any of the Website's contents including any intellectual property notices and you must not frame or reformat any of CV's pages, files, images, text or other materials.
4. CV reserves the right to withdraw linking permission without notice.

## 11. THIRD PARTY APPLICATIONS

1. You may only create, use or distribute a third party application that interacts with CV websites, products and services with CV's prior written permission, subject to such additional developer terms as CV agrees with you.
2. You use and disclose information to third party applications at your own risk.

# 12. SUSPENSION AND TERMINATION

1. Failure to comply with any of these terms and conditions constitutes a material breach, and may result in our taking all or any of the following actions:
  1. Immediate, temporary or permanent withdrawal of your right to use CV websites, products and services;
  2. Immediate, temporary or permanent removal of any posting or material uploaded by you to CV websites, products and services;
  3. Issuing a warning to you;
  4. Legal proceedings commenced against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
  5. Further legal action against you; and/or
  6. Disclosure of such information to law enforcement authorities as we consider is reasonably necessary.
2. Any determination of breach will be made by CV, in its sole discretion.

# 13. DISCLAIMER

1. Whilst all due care has been taken in providing the information on CV websites, products and services, CV does not provide any warranty either express or implied, including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose.
2. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
3. All due care is taken in ensuring that CV websites, products and services are free of any virus, worm, Trojan horse and/or malware, however CV is not responsible for any

damage to your computer system or device which arises in connection with your use of CV websites, products and services or any linked website.

4. CV undertakes to take all due care with any information which you may provide when accessing CV websites, products and services. However CV does not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to CV websites, products and services is entirely at your own risk although CV undertakes to take reasonable steps to preserve such information in a secure manner.
5. CV provides no warranty as to the accuracy or currency of commentary or other materials uploaded to CV websites, products and services. Accordingly, such commentary and other materials posted on CV websites, products and services are not intended to amount to advice on which reliance should be placed.
6. From time to time CV may host third party content on CV websites, products and services such as advertisements and endorsements belonging to third parties. Responsibility for the content of such material rests with those third parties and CV is not responsible for any errors or omissions in such material.

## 14. NO WARRANTY

1. CV does not warrant, guarantee or make any representation that:
  1. The material and information provided on CV websites, products and services is accurate or complete;
  2. CV websites, products and services, or the servers that makes the CV websites, products and services available are free of any virus, worm, Trojan horse and/or Malware;
  3. the functions contained in any software contained on CV websites, products and services will operate uninterrupted or are error-free; and
  4. that errors and defects in CV websites, products and services will be corrected in a timely manner, if at all.
2. CV is not liable to you for:

1. errors or omissions in CV websites, products and services; or
2. delays to, interruptions of or cessation of the services provided on CV websites, products and services; regardless of whether caused through the negligence of CV, its employees or independent contractors, or through any other cause.

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

## **15. LIMITATION OF LIABILITY**

To the full extent permitted by law:

1. CV accepts no liability for any loss whatsoever including consequential loss suffered by you arising from the services we have supplied; and
2. CV does not accept liability for anything contained in the post or commentary of a Registered User or blogger or in any form of communication which originates with a Registered User or blogger and not with CV.

## **16. INDEMNITY**

You will at all times indemnify and keep indemnified CV and its respective officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such loss or liability arose out of, in connection with or in respect of your use of CV websites, products and services or any breach of these Terms and Conditions by you.

# 17. PRIVACY

Compliance with privacy legislation is set out in a separate [Privacy Policy](#) which may be accessed from the Website.

# 18. GENERAL

## 18.1 Jurisdiction

These terms of use and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the law of the United States of America. The U.S. courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site. We retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

## 18.2 Severability

Any provision of the Terms and Conditions that is illegal, void or unenforceable will be severed without prejudice to the balance of the provisions of the Terms and Conditions which shall remain in force.

## 18.3 Force Majeure

If a Force Majeure event causing delay continues for more than thirty (30) days, CV may terminate this agreement by giving at least seven (7) days notice to you. "Force Majeure" means any act, circumstance or omission over which CV could not reasonably have exercised control.

The trademarks and logos used and displayed on our site are our registered and

unregistered trademarks or those of others. You may not use these trademarks without our prior written permission or that of the owner(s) of the trade mark(s) in question.

# 19. CONTACT US

If you have any concerns about material which appears on the Website, or for further information please contact us at [legal@cvglobal.co](mailto:legal@cvglobal.co) or write to:

The Data Protection Officer

Christian Vision

The Rock, International Drive

Solihull, B90 4WA

United Kingdom

The Legal Officer

Christian Vision North America

2150 S Central Expressway

Suite 110

McKinney TX 75070

United States of America