

Terms of Service and Use Agreement

Terms of Service and Use Agreement of OMNIPRESENTWORD.COM

1. YOUR ACCEPTANCE OF THIS AGREEMENT

1.1 OMNIPRESENTWORD.COM ("OPW", "we", "us" or "our") provides the OMNIPRESENTWORD.COM Services to you ("you" or "your") subject to the terms of this legal agreement between you and OMNIPRESENTWORD.COM. To use the Services (defined below), you must first agree to and accept these Terms of Service and Use Agreement ("Terms"). Where such express opportunity to agree to the Terms is not present, your use of the Sites and Services (or any part thereof) shall constitute your agreement to the Terms and your obligation to comply with their requirements.

1.2 OMNIPRESENTWORD.COM provides users with access to a wide range of Christian-based, events, general and personalized content, and interactive tools (the "Services") which are accessible through OMNIPRESENTWORD.COM Site (the "Site"), by all methods and technological mediums currently or prospectively developed. Your use of the Sites and Service are, at all times, subject to all the Terms set forth herein as well as the policies and guidelines of OMNIPRESENTWORD.COM that may be posted and modified from time to time, all of which are considered part of these Terms, including, without limitation, the Privacy Policy.

1.3 By using the Sites and Services you are representing that you are of legal age (18 years and over) and of legal competence to enter into a binding agreement with OMNIPRESENTWORD.COM and are not otherwise prohibited from using or receiving the Sites and Services pursuant to the laws of the local or national jurisdiction from which you are accessing or using the Sites and Services. If you are not able to make the representations in the preceding sentence you are prohibited from using the Sites and Services, however, any unauthorized use of the Sites and Services by you shall be subject to these Terms until such unauthorized use has been terminated. By using the Services on behalf of any third party you are representing to us that you are an authorized representative of that third party and that your use of the Services represents their acceptance of the Terms.

1.4 We recommend that you retain a copy of these Terms in either electronic or tangible format for your subsequent reference. If you would like a printed copy of these Terms, it is your responsibility to use the print function available to you by means of your personal technology resources.

2. CHANGES TO THESE TERMS

2.1 We may periodically modify and supplement these Terms and the notice provided to you will be the updating of these Terms. You are responsible for regularly checking these Terms for revisions. All amended Terms become effective upon our posting to the Sites, and any use of the Sites or Services after such revisions have been posted signifies your consent and agreement to the modified Terms.

3. PROVISION OF THE SERVICES BY OMNIPRESENTWORD.COM

3.1 In providing the Services, we do not actively monitor the display, transmission and exchange of Material (defined below) that is accessible by means of the neither Services, nor do we maintain any obligation to do so except as otherwise determined by us or required by the laws of applicable jurisdictions. However, subject to the terms of our Privacy Policy, we reserve the right to monitor the Services for purposes of determining that their usage is in compliance with these Terms and applicable laws. In addition, and as described elsewhere in these Terms, we maintain an absolute and unconditional right to review and remove Material accessible by or transmitted through the Services that, in our sole discretion, we believe is in violation of the law of these Terms or is unacceptable to us in our sole discretion.

3.2 From time to time and without prior notice to you, we may change, expand and improve the Site and Services. We may also, at any time, cease to continue operating part or all of the Services or selectively disable certain aspects of the Services or portions of the Sites. Any modification or elimination of the Services will be done in our sole and absolute discretion and without an ongoing obligation or liability to you, and your use of the Site and Services do not entitle you to the continued provision or availability of the Site and Services.

3.3 You may be required to register and create an account ("Account") with OMNIPRESENTWORD.COM in order to access certain features of the Site and Services. Information gathered through the registration process and information related to your account will be subject to these Terms as well as to our Privacy Policy. You represent and warrant that all information provided by you when creating an Account is true, accurate and complete and that you will maintain, at all times, true, accurate and complete information related to your Account. You represent and warrant that you are at least 18 years old. Information related to your Account should be maintained by you in a confidential manner, as you are solely responsible for the usage of your Account by any third parties with respect to the Services. It is your responsibility to advise us if you are aware of any unauthorized access to your Account or if your Account information has been made available by you to third-parties in a manner that may result in unauthorized usage of the Account. In our sole and absolute discretion, we may terminate your Account for any reason (including for reasons related to unlawful or unauthorized usage) and we are under no obligation to retain a record of your Account or any data or information that you may have stored by means of the Account and the Services.

3.4 When we jointly provide a service with a non-OMNIPRESENTWORD.COM company, you may be subject to both these Terms and the Terms of the non-OMNIPRESENTWORD.COM company. We encourage you to review the Terms of any non-OMNIPRESENTWORD.COM company with which you do business.

4. HOW YOU MAY USE OUR MATERIAL

4.1 We use a diverse range of proprietary and authorized third party information, listings, directories, text, advertisements, User Generated Content, photographs, designs, graphics, images, sound and video recordings, animation and other material and effects (which we collectively call the " Material ") on the Site and as part of the Services FOR YOUR PERSONAL, NON-COMMERCIAL USE ONLY. Accordingly, you may view, use, copy, and distribute the Material found on the Sites or obtained by means of the Services for individual, non-commercial, informational purposes only and in compliance with the Terms and all applicable laws.

4.2 By using the Site and Services, you agree that you will not copy, reproduce, alter, modify, create derivative works from, rent, lease, loan, sell, distribute or publicly display any of the Material (except for your own personal, non-commercial use) from the Site without the prior written consent of OMNIPRESENTWORD.COM. In addition, you will not use the Material for any unauthorized non-commercial marketing and promotional campaigns, target or mass solicitation campaigns or political campaigning. YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE AND SERVICES TO ENABLE THE TRANSMISSION OF UNSOLICITED VOICE MESSAGES, FACSIMILES OR EMAILS IS IN VIOLATION OF THESE TERMS AND MAY BE IN VIOLATION OF UNITED FEDERAL AND STATE LAWS AND REGULATIONS THAT MAY SUBJECT YOU TO PENALTIES UNDER APPLICABLE LAWS.

4.3 You are prohibited from data mining, scraping, crawling, or using any robot, other automatic device, script, technology or processes that send automated queries to the Site, or from using other similar methods and tools to gather or extract data from the Site, without our prior written consent, which consent may be withheld and withdrawn by us at any time, with or without notice, in our sole discretion.

4.4 You may not use the Site and Services to compile data (or any other portion of the Material), in a manner that is used or usable by a competitive listing product or service. You may not use any device, software or routine to interfere or attempt to interfere with the proper functioning and display of the Site and proper operation and usage of the Services by any other authorized users and third parties.

4.5 You are prohibited from modifying or obscuring the manner in which the Site is displayed or the Services are used, including framing, scraping or any other technique that would alter the visual display of the Site or the visual display of the Services and Material. You may not obscure advertisements displayed as part of the Site and Services, nor modify the advertisements and listings in a way that is unauthorized. Unless expressly authorized by OMNIPRESENTWORD.COM in our sole and absolute discretion, you may not link to the Site or any portion of the Services (including deep linking to a specific portion of the Site). You are not permitted to script searches or search results of the Site in a manner that results in the automated display of Material on a third party website.

4.6 To the extent applicable, when accessing the Site, utilizing the Services or using any Accounts, you are required to use the security procedures currently or hereafter maintained by us to confirm that only authorized users have access to the Services and any Accounts. You are prohibited from utilizing alter-egos or other disguised identities when accessing the Site and utilizing the Services. All forms of indirect and 'spoofed' access are strictly prohibited. You are prohibited from attempting to access portions of the site which are not intended for public usage and the use of any information obtained from non-public portions of the Sites is expressly prohibited.

4.7 Do not submit, post, or otherwise transmit to us information that is proprietary or confidential of third parties (whether by law or by contract) or that you otherwise do not have the legal right to use. Any information, content or other material, including, but not limited to, any feedback, data, answers, questions, comments, suggestions, plans, ideas, user reviews or the like, which you send to us will be treated as being non-confidential and non-proprietary. We assume no obligation to protect confidential or proprietary information (other than those outlined in our Privacy Policy) from disclosure.

4.8 You are under no obligation to use or continue to use the Site and Services and may temporarily or permanently cease using the Site and Services without notice to CHRISTIANPAGES.CO. Any use of the Site and Services, or any portion thereof, in violation of the foregoing shall constitute a violation of these Terms and may result in, among other things, termination or suspension of your rights to use the Site or any portion thereof. If you see any objectionable content on the Site, please contact us promptly in writing to the address listed in section 21.4 of these Terms.

5. INTELLECTUAL PROPERTY NOTICE

5.1 Any and all intellectual property rights associated with the Site, Services and the Material, including the design, text, graphics, pictures, video, information, applications, software, music, sound, and other files contained therein or related thereto, and the arrangement thereof, and/or contained in the Site, including, without limitation, the OMNIPRESENTWORD.COM company names and logos and all related products and service names, design marks and slogans, any inventive concepts, know-how, publicity rights, trademarks, trade-dress, trade secrets, copyrights and patents (collectively, the "Intellectual Property"), are the sole property of OMNIPRESENTWORD.COM, its wholly-owned subsidiaries, affiliates, or third parties. Except as expressly and unambiguously provided herein related to User Generated Content, you do not possess, and OMNIPRESENTWORD.COM does not grant to you, any express or implied rights to any Intellectual Property and all such rights are retained by OMNIPRESENTWORD.COM, its subsidiaries, parent companies, affiliates and/or any third party owner of such rights. All authorized copies that you make of the Material or the Site must bear any copyright, trademark or other proprietary notice located on the Site that pertains to the Material being copied, and you agree not to remove, obscure, or alter any such proprietary notices which may be affixed to or contained therein. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any and all harm resulting from your use of or access to the Site, Services and Material.

5.2 You are not being granted a license under any copyright, trademark, patent or other intellectual property right in the Site, Services, Material, products, processes or technology described therein. Except as otherwise expressly authorized by these Terms, you may not copy, reproduce, modify, reformat, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property in any way without the express written consent of OMNIPRESENTWORD.COM, or the express written consent of the appropriate third party, as applicable. Requests for authorization should be made in writing to the address listed in section 21.4 of these Terms.

5.3 Without the prior written consent of OMNIPRESENTWORD.COM, you are not authorized to (1) use any OMNIPRESENTWORD.COM name or mark, and related marks or any marks in our Intellectual Property portfolio, in any advertising, publicity or in any other commercial manner, (2) use any meta tags or any other "hidden text" utilizing any OMNIPRESENTWORD.COM name or mark, and related marks or any marks in our Intellectual Property portfolio, or (3) use the OMNIPRESENTWORD.COM domain name or any domain name that is confusingly similar to our domain name as a pseudonymous return e-mail address for any communications that you transmit from another location or through another service. Any requests for authorization related to the prohibitions of this provision should be made in writing to the address listed in section 21.4 of these Terms.

6. CONTENT LICENSE FROM YOU

6.1 As between you and OMNIPRESENTWORD.COM, you may possess certain copyright intellectual property rights you have under law in content that you may submit, display and/or post via the Site and Services. This content, which includes, but is not limited to your comments, reviews, analysis, proposals and feedback, submitted in any form or medium, whether by emails, posting or otherwise, is considered "User Generated Content." Your use of the Site and Services and your submission and/or posting of User Generated Content grants OMNIPRESENTWORD.COM, and its affiliates, an express, perpetual, irrevocable, royalty-free, worldwide, and non-exclusive license to access, store, reproduce, adapt, modify, format, delete, translate, transmit, use, disclose, sublicense, manipulate, prepare derivative works, publish, publicly perform, publicly display, distribute and communicate any and all User Generated

Content, without any obligation, notification or compensation to you. This license is granted to OMNIPRESENTWORD.COM with respect to the use of such User Generated Content in connection with the Site and Services and any subsequent version or modification thereof, and is subject to limitation only by your removal or OMNIPRESENTWORD.COM removal of such User Generated Content from the Site and Services.

6.2 You agree and acknowledge that the foregoing license grants to OMNIPRESENTWORD.COM and its affiliates the full right and authority to use User Generated Contents for any purpose related to the Site and Services, including the marketing, sale, syndication, and development of the Site, Services and any successors thereto. This license includes an unrestricted right and authority for OMNIPRESENTWORD.COM to make the User Generated Content available to sublicense to other companies, organizations or individuals with whom we have a relationship for the provision of the Services.

6.3 You agree and acknowledge that OMNIPRESENTWORD.COM and its affiliates may modify, adapt, reformat, and otherwise alter or make use of your User Generated Content in such manner as may be required to conform User Generated Content to standards, protocols, formats and requirements related to the Site and Services and any medium by which they are accessible currently or prospectively. You agree and acknowledge that OMNIPRESENTWORD.COM and its affiliates are licensed to transmit or distribute the User Generated Content in all formats and mediums over various networks.

6.4 Your use of the Sites and your submission and/or posting of User Generated Content confirms your representation and warranty that you possess all necessary legal rights, power and authority to grant to OMNIPRESENTWORD.COM the foregoing license granted to OMNIPRESENTWORD.COM and its affiliates and you further represent, warrant and agree that none of the User Generated Content will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain false, intentionally misleading, libellous, defamatory or otherwise unlawful statements.

6.5 OMNIPRESENTWORD.COM is under no obligation to review any User Generated Content submitted, posted or otherwise displayed on the Site and assumes no responsibility or liability relating to any such User Generated Content. You may not imply that any User Generated Content is any way sponsored or endorsed by OMNIPRESENTWORD.COM.

6.6. OMNIPRESENTWORD.COM reserves the right, but not the obligation, to refuse to post or remove any User Generated Content at our sole and absolute discretion. Reasons we may refuse to post or remove such User Generated Content may include, without limitation, any of the following:

- Any content that is unlawful, harmful, offensive, threatening, abusive, harassing, invasive of privacy or publicity rights, defamatory, libellous, vulgar, obscene, pornographic, indecent, lewd, suggestive, scantily-clad, profane, hateful, racially, ethnically or otherwise objectionable or inappropriate material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law.
- Political campaigning, chain letters, mass mailings of any kind or any forms of SPAM, or reviews that contain the transmission, distribution or delivery of any unsolicited bulk or commercial e-mail.

- Accusations and other assertions of unlawful conduct, including occurrences of illegal activity, malpractice, purposeful overcharging, or health code violations, or false, misleading, deceptive or fraudulent advertising, including savings claims that do not offer provable savings..
- Individual user information or messages including, or soliciting the submission of, email addresses, URLs, phone numbers, postal addresses and other personally identifiable information.
- Any content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party.
- Any content that makes reference to or involves gambling, casinos, off-track betting, or other gambling of any form.
- Any content that involves alcohol, tobacco or weaponry, or that promotes or has a connotation to any illegal activity.
- Reviews submitted by the reviewed business's owners, employees (past or present), agents, affiliates and competitors.
- Reviews that are exclamatory or otherwise appear to be purposefully deceptive, as determined by OMNIPRESENTWORD.COM in its sole discretion.
- Messages that are promotional or commercial in nature, or are inappropriate based on the applicable subject matter, location or topic.
- Language that violates the standards of this Site, the Services and policies of OMNIPRESENTWORD.COM and its affiliates as determined by OMNIPRESENTWORD.COM in its sole discretion.
- Any content that impersonates, disguises, or conceals any person or entity or otherwise misrepresents a user's affiliation with a person or entity.
- Content that is not readable, that is encrypted or that contains viruses, malware, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines and code that are intended to interfere with, damage, erase, intercept or appropriate any system, data or personal information.
- Any content that links (or includes embedded links) to any of the foregoing, or that link to social networking sites.

7. PRIVACY POLICY

7.1 Use of our Site and any personal information or other information about you collected by OMNIPRESENTWORD.COM through, or in connection with, the Site is subject to our Privacy Policy, which **Privacy Policy is incorporated into these Terms by this reference.**

7.2 As indicated in these Terms, this Site is designed for adults of legal age (18 years and over). For questions about our online Privacy Policy for children please refer to the Privacy Policy

8. THIRD PARTY SITES

8.1 Some of the websites to which you may link from the Site are owned by advertisers, service providers, or other third parties (collectively "Third Parties"). It is your responsibility to monitor when you have accessed a link to a website that is not part of the Site (collectively, the "Third Party Site(s)") and we do

not undertake any obligation to expressly notify you (via a pop-up or other interstitial display) when you are linking to a Third Party Site that is not part of the Site. You can determine if you have linked from the Sites to Third Party Sites by reviewing the URL in the browser window or by "right-clicking" on the page and selecting "properties" if the link opens a new browser window. Third Party Sites may include, without limitation, sites of advertisers, other search and listing service providers, information and referral sources, ratings services, geographic location and navigation services, businesses which allow you to bid for and/or purchase products or services, and other sites of general or specific interest.

8.2 Although we monitor use of our Intellectual Property and take appropriate measures in defending against the misappropriation of our Intellectual Property by Third Parties, we may not be aware of any unauthorized use of our trademarks or service marks included on a site owned and operated by a Third Party and you should not rely upon any Third Party's use of our Intellectual Property in determining whether a Third Party Site is affiliated with the Sites or OMNIPRESENTWORD.COM, as such use may be unauthorized.

8.3 Any commercial, sales, use, membership, subscription, affiliation, participation, and promotional relationship you may create with Third Parties, including obligations undertaken by you or a Third Party with respect to payment and delivery of related goods or services, and any other terms, conditions, and warranties or representations associated with such dealings, are solely between you and such Third Parties. If you decide to access any of the Third Party Sites linked to the Site, you do so entirely at your own risk. Your use of Third Party Sites will be subject to different terms of use than these Terms, and you will be subject to different privacy practices than those set forth in the Privacy Policy governing the Site. We undertake no obligation to inform or update you regarding the terms, conditions and privacy policies Third Party Sites and recommend that you read the applicable terms of use and privacy policy of any Third Party Site before you access such sites.

8.4 OMNIPRESENTWORD.COM makes no representations whatsoever concerning (1) the information, software or other material appearing on, or accessible through, any Third Party Site (including without limitation, any advertisement for products or services on any Third Party Site), (2) the performance or operation of any Third Party Site (including, without limitation, any transactions initiated or conducted through any Third Party Site, any taxes associated therewith and any use by third parties of user credit card information), (3) any products or services advertised or sold on or through any Third Party Site (including, without limitation, the quality, safety and legality of such products or services or the sale thereof), or (4) the sellers of any products or services advertised or sold on or through any Third Party Site. OMNIPRESENTWORD.COM shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with your use of Third Party Sites or your reliance on any such Third Party content, goods or services, available on or through any Third Party Site.

8.5 You assume all risks arising out of or resulting from your transaction of business over the Internet, and you agree that we are not responsible or liable for any loss or result of the presence of information about Third Parties or links to Third Party Sites. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, copyright compliance, legality, legitimacy, decency or any other aspect of the content, advertising, products, services, or other materials on or available from such sites or resources. We do not assume any responsibility for review or enforcement of any local licensing requirements that may be applicable to businesses listed on the Site.

9. NO ASSURANCES/ NO ENDORSEMENTS MADE BY OMNIPRESENTWORD.COM / CONTENT DISCLAIMER

9.1 OMNIPRESENTWORD.COM communicates information provided and created by churches, ministries, advertisers, content partners, software developers, publishers, marketing agents, employees, users, resellers and other Third Parties. We have no control over the accuracy of such information provided by Third Parties, and Material on the Site may include technical inaccuracies or typographical errors.

9.2 We make no guarantees, nor can we be responsible for any information accessible on the Site or included in the Material, including the currency, content, quality, copyright compliance or legality of such information, nor are we responsible for any resulting loss or damage relating to the use of such information. We reserve the right, in our sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the information accessible on the Site. Where appropriate, we will endeavour to update information listed on the Site on a timely basis, but shall not be liable for any delay or inaccuracies related to such updates.

9.3 We do not investigate, represent or endorse the accuracy, legality, legitimacy, validity or reliability of any products, services, deals, coupons or other promotions ("Third Party Products and Promotions") or Third Party or User Generated Content, including advice, ratings, and recommendations contained on, distributed through, or linked, downloaded or accessed from the Site.

9.4 References that we make to any names and marks of Third Parties, and Third Party Products and Promotions or hypertext links to related Third Party Sites, do not constitute or imply our endorsement, sponsorship or recommendation of the Third Party Products and Promotions.

9.5 All of the data related to Third Party Products and Promotions including but not limited to, the prices and the availability of any product or service or any feature thereof, is subject to change without notice by the party providing the Product or Promotion.

9.6 OMNIPRESENTWORD.COM does not make any representations regarding the availability and performance of the Site or any of the Third Party Sites to which we link. When you click on advertiser banners, sponsor links, or other external links from the Site, your browser automatically may direct you to a new browser window that is not hosted or controlled by OMNIPRESENTWORD.COM and its affiliates are not responsible for the content, functionality, or technological safety of these external sites.

9.7 We reserve the right to disable links to or from Third Party Sites to our Site, although we are under no obligation to do so. This right to disable links includes links to or from advertisers, sponsors, and content partners and other Third Parties.

9.8 We are not responsible for the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or decency of material contained in any externally linked Web sites. We do not fully screen or investigate churches listing web sites before or after including them in directory listings that become part of the Material on our Site, and we make no representation and assume no responsibility concerning the content that Third Parties submit to become listed in this directory.

9.9 OMNIPRESENTWORD.COM does not knowingly collect personal information from children through the Site.

10. SEARCH RESULTS

10.1 Certain Services and Material accessible on the Site include search results that may commingle advertising and sponsored business listings ("Paid Advertising Content") with other business listings that are not Paid Advertising Content. Depending on the text of user-provided search terms, Paid Advertising Content will be included in a search results list intermingled with other search results. We do not undertake to identify which content, if any, is Paid Advertising Content, however, you agree and acknowledge that results may be displayed in an order or manner which gives priority to Paid Advertising Content.

11. DELETIONS FROM SITES AND SERVICES

11.1 OMNIPRESENTWORD.COM does and may take measures to remove Material and User Generated Content at the request of the advertiser who has decided to "opt-out" of the addition of supplemental Material to its advertising, specifically, to ratings and reviews provided by Third Parties, and User Generated Content.

11.2 We reserve the right, but not the obligation, to delete (or to refuse to post to public forums) any Material and User Generated Content we deem detrimental to the Site or is, in the opinion of OMNIPRESENTWORD.COM, defamatory, infringing or in violation of applicable laws. We reserve the right to exclude the Material from the Site. The contents from Third Party Sites or User Generated Contents submitted to us for publication on the Site may be edited for length, clarity and/or consistency with editorial standards of OMNIPRESENTWORD.COM.

11.3 If you see objectionable content, you may promptly report the misconduct of users and/or Third Party advertisers included in the Site to OMNIPRESENTWORD.COM to the address listed in section 21.4 of these Terms. OMNIPRESENTWORD.COM reserves the right to address such requests individually or on a case-by-case basis.

12. WARRANTY DISCLAIMER

12.1 Any use of the Site, the Services, reliance upon any of the Material, and any use of the Internet generally shall be at your sole risk. OMNIPRESENTWORD.COM disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or the Material accessible by use of the Site and Services.

12.2 THE SITES AND THE SERVICES (INCLUDING MATERIAL AND INFORMATION POSTED AND ACCESSIBLE THEREIN) ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. OMNIPRESENTWORD.COM DISCLAIMS, TO THE FULLEST EXTENT PERMITTED UNDER LAW, ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF THE SITE, SERVICES AND MATERIAL.

OMNIPRESENTWORD.COM DOES NOT WARRANT THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SITES, MATERIAL OR THE INTERNET GENERALLY, IS FREE OF VIRUSES, ERRORS, OTHER HARMFUL COMPONENTS, OR WILL BE UNINTERRUPTED. OMNIPRESENTWORD.COM DOES NOT WARRANT THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

12.3 OMNIPRESENTWORD.COM DISCLAIMS, TO THE FULLEST EXTENT PERMITTED UNDER LAW, ANY AND ALL WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES FOR ANY INFORMATION, GOODS, OR SERVICES, OBTAINED THROUGH, ADVERTISED OR RECEIVED THROUGH ANY LINKS PROVIDED BY OR THROUGH THE SITE; OR REGARDING THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF THE SITE, SERVICES AND MATERIAL.

12.4 NO ADVICE OR INFORMATION PROVIDED BY OMNIPRESENTWORD.COM, ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL CREATE ANY WARRANTY.

12.5 NEITHER OMNIPRESENTWORD.COM, NOR ITS AFFILIATES, MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES REGARDING (1) THE OPERATION OR PERFORMANCE OF THE SITE, SERVICES, OR ANY THIRD PARTY SITES, (2) THE NATURE, CONTENT OR ACCURACY (EITHER WHEN POSTED OR AS A RESULT OF THE PASSAGE OF TIME) OF ANY INFORMATION, MATERIAL, APPARATUS OR OTHER PROCESS CONTAINED ON, DISTRIBUTED THROUGH, OR LINKED, DOWNLOADED OR ACCESSED FROM THE SITE (INCLUDING WITHOUT LIMITATION, THOSE CONTAINED ON A THIRD PARTY SITE), (3) ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH A THIRD PARTY SITE, OR ANY PRODUCTS OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF AN ADVERTISEMENT OR OTHER INFORMATION OR MATERIAL ON OR IN CONNECTION WITH THIS WEBSITE, OR (4) THE INTERNET GENERALLY.

12.6 SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION AND THAT MAY NOT BE LIMITED BY THESE TERM, PROVIDED HOWEVER YOU AGREE AND ACKNOWLEDGE THAT TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU WAIVE ANY SUCH STATUTORY RIGHTS WITH RESPECT TO IMPLIED WARRANTIES.

13. LIMITATION OF LIABILITY

13.1 IN NO EVENT SHALL OMNIPRESENTWORD.COM BE LIABLE TO ANY USER ON ACCOUNT OF SUCH USER'S USE, MISUSE OR RELIANCE ON THE SITE AND THE SERVICES FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA WHETHER BROUGHT IN WARRANTY, CONTRACT, INTELLECTUAL PROPERTY INFRINGEMENT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY, EVEN IF OMNIPRESENTWORD.COM IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, ARISING OUT OF OR CONNECTED WITH (1) THE USE (OR INABILITY TO USE) OR PERFORMANCE OF THE SITE AND THE SERVICES, (2) THE MATERIAL OR THE INTERNET GENERALLY, (3) THE USE (OR INABILITY TO USE), (4) RELIANCE UPON OR PERFORMANCE OF ANY MATERIAL CONTAINED IN OR ACCESSED FROM ANY OMNIPRESENTWORD.COM SITE OR A THIRD PARTY SITE, OR (5) ANY PRODUCTS OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF AN ADVERTISEMENT OR OTHER INFORMATION OR MATERIAL ON OR IN CONNECTION WITH THE SITE.

OMNIPRESENTWORD.COM DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, TIMELINESS OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT OR PROCESS DISCLOSED ON THE SITE OR OTHER MATERIAL ACCESSIBLE FROM THE SITE.

THE USER OF THE SITE AND SERVICES ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS SITE, SERVICES, AND THE INTERNET GENERALLY.

THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, OR IF IT IS OTHERWISE DEEMED UNENFORCEABLE, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) NEGLIGENCE, OR (4) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSIONS AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL USERS; IN SUCH STATES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

14. INDEMNIFICATION

14.1 You agree to indemnify and hold us and, as applicable, our parent, subsidiaries, affiliates, partners, officers, directors, agents, employees, harmless from any claim or demand, including any and all losses, liabilities, claims, demands, damages, costs or expenses, causes of action, suits, proceedings, judgments, awards, executions, and liens, including reasonable attorneys' fees and costs, whether brought by third parties or otherwise, due to or arising out of:

(a) your breach of any representation, warranty, covenant or obligation set forth in these Terms (or any other violation of your agreement with OMNIPRESENTWORD.COM on the basis of the Terms);

(b) any information, User Generated Content or other material transmitted, submitted or provided by you through the Site and Services, including your use of the Site and Services to provide a link to another website or to upload content or other information to the Site and, without limitation, our exercise of its rights with respect to such information;

(c) your violation of any law, or your violation of the rights of a third party, including the infringement by you of any intellectual property or other right of any person or entity;

(d) your publication or use of any User Generated Content (including, without limitation, user reviews) displayed on the Site, or

(e) your use of, or conduct on, any Third Party Site including, without limitation, (1) any information, software or other material viewed or accessed by you on or through any Third Party Site (including

without limitation, any advertisement or coupon for products or Services on any Third Party Site), (2) any transactions initiated or conducted by you through any Third Party Site (including, without limitation, any taxes associated therewith and any use by third parties of your credit card information), (3) any products or Services that you bid on, purchase or otherwise obtain on or through any Third Party Site (including, without limitation, the quality, safety and legality of such products or Services or the sale thereof), (4) any reservations you make on or through any Third Party Site, and (5) the conduct of sellers of any products or Services that you bid on, purchase or otherwise obtain on or through any Third Party Site).

14.2 The foregoing indemnity obligations will survive any termination of the Terms.

14.3 OMNIPRESENTWORD.COM reserves the right, at its own expense, to assume the exclusive defence and control of any matter subject to indemnification by you, which will not excuse your indemnity obligations under this Section. You agree not to settle any matter subject to the foregoing indemnification obligations without the express consent and approval of OMNIPRESENTWORD.COM.

15. DIGITAL MILLENNIUM COPYRIGHT COMPLAINTS

15.1 OMNIPRESENTWORD.COM respects the copyright rights of others, and we ask our advertisers and other third parties to do the same. In appropriate circumstances and at our discretion, we may remove, suspend, terminate access, or take other appropriate action against users or other third parties who infringe or repeatedly infringe the copyright rights of others. Therefore, if you reasonably believe that any Material on this Site contain unauthorized reproductions of your copyrighted work or otherwise infringe an exclusive copyright right, and you reasonably believe it is appropriate to notify us to take any action/and you want us to take any action, then, as required under the Digital Millennium Copyright Act (17 U.S.C. sec. 512), (" DMCA") you must promptly provide in writing the following information to our Designated Agent:

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

Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single on-line site are covered by a single notification, a representative list of such works at that site;

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 us to locate the material;

Information reasonably sufficient to permit us to contact you, such as an address, telephone number and e-mail address;

A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;

A statement that the information in the notice 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.

Our Designated Agent for this website (and the OMNIPRESENTWORD.COM Site) is as follows:

OmniPresentWord.com, Inc. dba OMNIPRESENTWORD.COM

Attn: DMCA Complaints

P.O. Box 62529

Houston, TX 77205

OR fax to: (832) 201-0725, Attn: DMCA Complaints

ANY NOTICE THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF TITLE 17, UNITED STATES CODE, SECTION 512(C)(3) WILL NOT RECEIVE A RESPONSE. NOTHING IN THIS SECTION 15.1 IS INTENDED TO EXPAND OR SUPPLEMENT THE LEGAL RIGHTS, PROCEDURES AND REMEDIES AUTHORIZED AND GRANTED UNDER DCMA AND WE DO NOT REPRESENT ANY RELATED UNDERTAKING BY OMNIPRESENTWORD.COM NOT OTHERWISE EXPRESSLY REQUIRED BY APPLICABLE LAW.

16. TERMINATION

16.1 We may terminate this Agreement, or terminate or suspend your access to the Services, at any time, with or without notice or cause. Upon termination or suspension, your right to access the Site and use the Service will immediately cease. We may discontinue, temporarily or permanently, the Services, with or without notice.

16.2 We reserve the right to terminate, suspend, or restrict your access to the Site and your use of the Services, in whole or in part, unilaterally and without notice, in the event that you violate any of the Terms. If asked to do so, you agree that you will not attempt to access the Site or attempt to utilize the Services by any alias or other disguised or fraudulent identity.

16.3 In cases where you choose to terminate early for any reason, there will be a termination fee assessed of \$125.00 plus an additional fee of 60% of your remaining balance.

In Example

A monthly contract of \$100 is agreed upon, after 3 months of service the organization elects to terminate their account. They would owe \$625.00

$\$900 \text{ (remaining balance)} \times 60\% + \$125.00 \text{ (termination fee)} = \625.00

17. REMEDIES AVAILABLE TO US

17.1 OMNIPRESENTWORD.COM reserves the right to seek any and all remedies available at law or in equity in connection with a violation of these Terms.

17.2 OMNIPRESENTWORD.COM reserves the right to investigate complaints or reported violations of these Terms and to take any action we deem necessary and appropriate. Such action may include reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties. In addition, we may take action to disclose any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted Material, IP addresses and traffic information which are also governed by the Privacy Policy.

17.3 You agree that monetary damages may not provide a sufficient remedy to us for violations of the Terms and you consent to injunctive or other equitable relief for such violations.

17.4 Nothing in these Terms is intend to confer upon you or any third parties any rights, remedies, or benefits not otherwise expressly conferred. Your use of the Services and Site (including any establishment of an Account or submission of User Generated Content) does not create any partnership, agency, joint venture, fiduciary or other similar relationship between OMNIPRESENTWORD.COM and you.

18. ASSIGNMENT

18.1 You may not assign these Terms or otherwise transfer this Agreement, in whole or in part; any attempt to do so shall be void.

19. SEVERANCE

19.1 If for any reason a court of competent jurisdiction finds any provision of the Terms to be invalid or unenforceable, the provision will be superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement will continue in effect and remain fully enforceable.

20. LIMITED TIME TO BRING CLAIM

20.1 You acknowledge and agree that it is the intent of both you and OMNIPRESENTWORD.COM to limit the period of time a claim may be filed, even if the period is shorter than that fixed by the statute of limitations. You therefore agree that any cause of action arising out of or related to the Site and Services must commence within one (1) year after the cause of action accrues, otherwise such cause of action is permanently barred.

21. MISCELLANEOUS

21.1 You are responsible for compliance with applicable laws, regulations and ordinances related to your use of the Services. Your compliance with applicable laws is not limited to jurisdictions within the United States (including US Federal law) but also the laws, regulations and ordinances of any jurisdiction from which you access the Site or use the Services.

21.2 These Terms will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflict of law's provisions or your actual state or country of residence, and you agree to submit to personal jurisdiction in Harris County, Texas. You agree to exclude, in its entirety, the application to these Terms of the United Nations Convention on Contracts for the International Sale of Goods.

21.3 All other claims, including without limitation, claims under or for violation of consumer protection laws, unfair competition laws, and in tort, will be adjudicated under the laws of your state of resident in the United States, or, if you reside outside the United States, under the laws of the country in which the subject Sites are directed.

21.4 Any notices required to be given under these Terms shall be given in writing and shall be delivered to the following address:

OmniPresentWord.com, Inc. dba OMNIPRESENTWORD.COM

Attn: Legal Department

P.O. Box 62529

Houston, TX 77205

21.5 Except as expressly stated herein, the Terms constitutes the entire agreement between you and OMNIPRESENTWORD.COM with respect to the Services, and it supersedes and replaces all prior or contemporaneous communications, proposals, understandings or agreement, whether electronic, oral or written, between you and OMNIPRESENTWORD.COM with respect to the Services and/or the subject matter of these Terms.

21.6 Any waiver of any provision of the Terms will be effective only if in writing and signed by you and OMNIPRESENTWORD.COM. Our failure to enforce our rights and remedies available to us with respect your breach of these Terms shall not constitute a waiver of such breach nor of any prior, concurrent, or subsequent breach of the same or any other provision of these Terms.

21.7 To be removed from future OMNIPRESENTWORD.COM marketing e-mail campaigns, please e-mail support@omnipresentword.com