

## Website terms of use agreement

### **1. Website Terms of Use**

These Terms (“Terms”) govern your (“User”) use of the Four12 (“Provider”) website located at the domain name [www.four12.org.za](http://www.four12.org.za) or [www.four12global.com](http://www.four12global.com) (“Website”). By accessing and using the Website, the User agrees to be bound by the Terms set out in this legal notice. If the User does not wish to be bound by these Terms, the User may not access, display, use, download, or otherwise copy or distribute Content obtained at the Website.

### **2. Updating of these Terms**

Provider may change, modify, add to or remove from portions or the whole of these Terms. Changes to these Terms will become effective when the changes are posted to this Website. Provider will notify the User of the changes by posting a prominent notice on the Website. The User’s continued use of this Website following the posting of changes or updates will be considered notice of the User’s acceptance of these Terms, including any changes or updates.

### **3. Supplier of Goods or Services details**

In accordance with the disclosure requirements of the Electronic Communications and Transactions Act (“ECTA”), Act 25 of 2002, the supplier of Goods or Services offered for sale, hire or exchange by way of an electronic transaction, makes the following information available to consumers:

#### **3.1. Supplier is, except if indicated otherwise:**

- Four12 Global NPC ( “Supplier”),
- a Non Profit Company registered in South Africa,
- not VAT registration number,
- with its physical address at 12 Wingate Crescent, Sunningdale, Cape Town, Western Cape
- Tel : +27 (0)21 557 6020
- Supplier’s place of registration is 12 Wingate Crescent, Sunningdale, Cape Town, Western Cape, and
- Supplier will accept legal service at 12 Wingate Crescent, Sunningdale, Cape Town, Western Cape.

- Supplier's Directors are: Andrew Selley, Philip van der Westhuizen, Mike Davies, Grant Banwell.
- The main Business of Supplier is to:
  - Train and equip Christian churches and ministries in the Network (hereinafter referred to as "Churches") throughout the world to live out authentic New Testament Biblical Christianity, and to co-labour in the governance of those Churches;
  - To help and collaborate with Churches to meet their needs (financially, spiritually, practically, emotionally, resource wise, amongst others) and work together to deliver a better service to these Churches and their charity work or projects (hereinafter referred to as "Projects");
  - Establish charitable projects, prepare and train these Churches for such Projects, and to work together with other churches/charities to serve and help people, churches and communities, as identified by the Directors of the Company;
  - serve as property holding company for property owned or used for religious and charitable means, and
  - do fundraising to assist Churches and Projects; and
  - apply all of its assets and income to advance the aforesaid objects.

3.2. Supplier's website is [www.four12.org.za](http://www.four12.org.za) and [www.four12global.com](http://www.four12global.com), and its email address is [info@four12global.com](mailto:info@four12global.com).

#### **4. Goods or Services:**

Supplier supplies Goods (such as event tickets for Church events and print and electronic media) through its Website, as well as Services such as calendars and Notice Boards for organisation of Church matters or Events.

#### **5. Terms of download**

- 5.1. Goods and Services offered through this website by Supplier are strictly on an "as is" basis for the price detailed with the item.
- 5.2. User will receive an email with a password and user name within 5 days. The Goods purchased over the Website will be available within 2 days from date of payment as downloadable files in the following formats mp3 or AAC or mp4 video or Mov at the

web-address stipulated in the Purchase Order, for 5 days, where after the files will be removed from the Website, and the User is responsible for storing the Goods.

- 5.3. Downloaded files cannot be returned. In case of defect, User must notify Supplier within 24 hours of becoming aware of any defect by email to the following address [info@four12global.com](mailto:info@four12global.com).
- 5.4. User's cooling-off rights under section 44 of ECTA do not apply in terms of section 42 of ECTA, due to downloads being audio, or video recordings.

## **6. Payment**

Payment can be made online by credit card through a sufficiently secure payment system. The payment system allows for review, corrections and withdrawal by User prior to placing a final order; or in the case of Registered Users, by EFT (Electronic Funds Transfer to ABSA Bank, Account Number: 915 719 7117, Branch Code: 632-005)

## **7. Complaints and disputes**

- 7.1. Provider offers Users to file complaints via the "Contact us" service of the website [www.four12global.com](http://www.four12global.com).
- 7.2. All disputes shall be directed by the User to the Board of Directors and shall be mediated by the Four12 Dispute Resolution Panel appointed by the Board of Directors, or as may be delegated to other Church Leaders or a group of them, as the Board deems necessary, in their sole discretion. Users hereby agree to adhere to Biblical dispute resolution processes, and these domestic remedies for conflict resolution and disciplinary matters, as directed by the Board of Directors, and/or as set out herein, and other Church Governance documentation, from time to time. The decision of the Four12 Dispute Resolution Panel or those to whom this task has been delegated to act as mediators in relation to any dispute amongst Users or User(s) and the Provider shall be final and binding and no right of appeal shall exist.
- 7.3. In any event, Users agree that no legal action may be instituted by him/her, nor any official or organ of the Church against Four12 or the Churches or any organ, official or member of the Churches in any matter directly or indirectly concerning the Provider/Churches, as prescribed by Scripture, and that all disputes be directed to the Four12 Board of directors in writing who will be afforded two (2) MONTHS in which to cause an investigation into the matter to be held, and thereafter the Four12 Dispute Resolution Panel shall follow Biblical dispute resolution processes cited in

the preceding clause, and their decision shall be final and binding and no right of appeal shall exist.

## **8. Copyright and Intellectual Property Rights**

- 8.1. Provider provides certain information on the Website. Content displayed at the Website is provided by Provider, its affiliates or subsidiary, or any other third party owners of the content ("Content"). All the proprietary works, and the compilation of the proprietary works, belong to the Provider, its affiliates or subsidiary, or any third party owners of the rights ("Owners"), and the Content is protected by South African and international copyright laws.
- 8.2. The Providers may make any changes to the Website, the Content, or to Goods or Services offered through the Website at any times and without notice to the User. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms, the User is not granted a license or any other right including under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

## **9. Limited License to General Users**

- 9.1. Provider grants the User, a non-exclusive, non-transferable, limited and revocable (reversible) right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only, but excluding paid for Services and Goods.
- 9.2. This Website and the Content may not be reproduced or otherwise exploited for any commercial purpose without the express prior written consent of Provider.
- 9.3. **The license does not allow the User to collect personal information, product or service listings, descriptions or other information displayed here, and does not allow any derivative (copied or derived) use of this Website or the Content for the benefit of another merchant.** The User may not frame the Website or the Content without the express written consent of Provider.
- 9.4. **Provider and the Owners do not offer Goods or Services to minors.** If you are under the age of 18, you may not act upon any offers on the Website.

- 9.5. Provider and the Owners, their affiliates or subsidiary reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.
- 9.6. Any unauthorised use terminates this license.

## **10. Limited License to Registered Users**

- 10.1. Provider allows and processes the registration of certain users ("Registered User") at the Website, and **reserves the right to retain the personal information supplied by the Registered User for the purpose of administering the Business of the Churches, and the Registered User consents to his or her personal information being retained and used within the Network and for the purpose of advancing the Business of the Churches, for example organising conferences , accommodation and training and for marketing purposes, to name but a few.**
- 10.2. Subject to these Terms, a non-exclusive, non-transferable, limited and revocable right is granted to Registered Users to access, display, use, download and otherwise copy the current and future Content for the purposes agreed to by the Registered User and Provider in their respective agreements.
- 10.3. This Website and the Content may only be:
- duplicated,
  - copied;
  - resold;
  - visited; or
  - otherwise exploited,
- for the specific purposes set out in this agreement.
- 10.4. The license does not allow the Registered User to collect personal information, product or service listings, descriptions or other information displayed here. It also does not allow any derivative use of this Website or the Content for the benefit of another merchant.
- 10.5. The Registered User may not frame the Website or the Content without the express written consent of Provider.
- 10.6. Provider and the Owners, their affiliates or subsidiary reserve the right in their sole discretion to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

10.7. Any unauthorised use terminates this license.

## **11. Limitation of liability:**

- 11.1. Subject to sections 43(5) and 43(6) of ECTA, and to the extent permitted by law, the Website and all Content on the Website, are provided on an “as is” basis, and may include inaccuracies or typographical errors and Provider, Owners, suppliers, employees, directors partners, affiliates and agents will not be liable for any damage, or loss or liability of any nature incurred by whoever as a result of any action or omission. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content, or any third-party content accessible via an Internet link.
- 11.2. Neither Provider nor any holding company, affiliate or subsidiary of Provider or Owners, will be held responsible for any damage of any kind, related to the use of, or the inability to access or use the Content or the Website or any functionality, or of any linked website to the extent permissible by law.

## **12. Privacy, access to and use of information**

- 12.1. Provider receives various types of information (“Information”) from Users who access the Website, including personal information as detailed in the Promotion of Access to Information Act (“PAIA”), Act 2 of 2000, and as detailed in section 1 of ECTA (“Personal Information”).
- 12.2. Provider may electronically collect, store and use Personal Information, including (eg name, contact details, surfing patterns, email, IP address, address and community groups, congregation etc.). Provider endeavours to treat Personal Information received by Provider accordingly.
- 12.3. Whenever the User is of the opinion that Provider fails to comply with the aforesaid section, the User will contact the Provider by sending an email to [info@four12global.com](mailto:info@four12global.com). The Provider will review the User’s representations made by email and, if within the Provider’s sole and absolute discretion advisable, take corrective action and in any event within 30 days respond to User informing about corrective actions taken, if any.
- 12.4. Interception of communications. Despite such undertaking, it is possible for Internet-based communications to be intercepted.

- Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.
  - The Owners will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential or disclosed information that you make to the Owners or Provider through the Internet, or that you expressly or implicitly authorise the Owners to make, or for any errors or any changes made to any transmitted information.
- 12.5. To ensure acquaintance with and awareness of the privacy measures and policies of the Provider, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these Terms.

### **13. Privacy - casual surfing**

- 13.1. The User may visit the Website without providing any personal information.
- 13.2. The User accordingly grants express written permission for the Website servers in such instances collecting the IP address of the User computer, but not the email address or any other distinguishing information.
- 13.3. This information is aggregated (added up) to measure the number of visits, average time spent at the Website, pages viewed, etc.
- 13.4. Provider uses this information to determine use of the Website, and to improve Content.
- 13.5. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use the information.

### **14. Privacy - unsolicited information**

- 14.1. If the User posts unsolicited content or other information ("Information") to the Website and does not indicate otherwise the User grants to the Owners a:
- non-exclusive;
  - royalty-free;
  - perpetual (everlasting);
  - irrevocable (irreversible); and
  - fully sub-licensable,

right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media.

14.2. The User grants to the Owners the right to use the name that the User submits in connection with such Information, if they choose. The User warrants:

- that the User owns or otherwise controls all of the rights to the Information that the User posts;
- that the Information is accurate;
- that by the supply of the Information to Provider:
  - the User does not violate this Policy and does not infringe the rights of any person or entity; and
  - that the User indemnifies the Owners for all claims resulting from the receipt by the Provider of the Information the User supplies to it.

14.3. Provider may monitor and edit or remove any Information, where posted to public pages. The Provider takes no responsibility, and assumes no liability for any Information posted by the User or any third party.

## **15. Privacy-solicited information the User gives to Provider**

15.1. Provider requires certain Personal Information necessary to process transactions if the User requires any of Provider's Goods or Services.

15.2. Provider receives and stores all Information, including Personal Information which the User enters on the Website or gives to Provider, in any other way. The User may choose not to provide certain Personal Information, but that may limit the Services or Goods that the User may wish to obtain from this Provider.

15.3. Provider provides its Goods and Services in conjunction with its affiliates and subsidiaries. In this regard and unless specifically restricted by the User from the license below, the User and when entering into the specific transactions in question expressly grants in writing to the Owners and the Provider a:

- non-exclusive;
- royalty-free;
- perpetual;
- irrevocable; and
- fully sub-licensable,

right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media including transacting with User, registration of User, and the like.

- 15.4. The User's Information that is required by affiliates and subsidiaries to give effect to transactions or arrangements that the User choose to enter into, is shared with those entities, and the User agrees to this.

#### **16. Privacy - promotional information**

Provider aspires to provide first-class service to its customers (which shall refer to Users), which requires Provider providing information to the User about new Goods, Services or special offers. In each instance, the User agrees to receipt of such information circulars, except if User specifically opts out. For more information, please send an email to [info@four12global.com](mailto:info@four12global.com).

#### **17. Privacy- business transfers**

Provider may enter into business arrangements and its customer base is one of the more valued assets. In such an event, customer Information will be one of the transferable assets.

#### **18. Privacy- lawful purposes**

When the Provider is served with due legal process requiring the delivery of Personal Information, it has the legal duty to abide by that demand, and will do so. Provider may also impart Personal Information if permitted or required to do so by law.

#### **19. Privacy-surveys and statistical profiles**

- 19.1. Provider understands that efficiency and customer care translates to good service. Provider may periodically conduct online customer care surveys to enable the updating of service standards.

- 19.2. When it conducts a survey, Provider must inform the User how the information gathered will be used, and provide the User with the opportunity to opt-out from such surveys.
- 19.3. Despite terms to the contrary, Provider may choose to use Personal Information to compile profiles for statistical purposes and may choose to trade with such profiles and statistical data, as long as the profiles or statistical data cannot be linked to any specific data subject, including the User, by a third party.

## **20. Privacy- storage**

Personal Information will be stored for as long as it is used and for a period of one year thereafter, together with a record of the Personal Information and the specific purposes it was collected for. Personal Information will be destroyed once it has become obsolete (out of date or unusable), or if so requested by the Person in question.

## **21. Privacy- interception**

Subject to the Regulation of Interception of Communications Act ("RIC"), Act 70 of 2002, the User agrees that the Provider may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to the Provider, its employees, directors and agents. User agrees that his or her consent satisfies the requirements of ECTA and RIC for consent in "writing" as defined.

## **22. Choice of Law**

- 22.1. This Website is controlled, operated and administered by Provider from its offices as set out below within the Republic of South Africa.
- 22.2. These Terms will be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Cape High Court in the event of any dispute.
- 22.3. If any of the provisions of these Terms are found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of these Terms, and the remainder of these Terms will continue in full force.
- 22.4. These Terms constitutes the entire agreement between the Provider and the User with regard to the use of the Content and this Website.

### **23. Contact Details**

In the event that you need to contact Provider for purposes related to these Terms and Conditions, please use the following:

Telephone: +27 (0)21 557 6020

Fax: +27 (0)21 557 5492

Email: [info@four12global.com](mailto:info@four12global.com).

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This Website was most recently updated on the 01<sup>st</sup> May 2015