

# Terms Of Use and Legal Terms

## WEB SITE USE AGREEMENT

This Internet Web Site Use Agreement (the "Agreement") is between you and The Christian Broadcasting Network, South Africa, Unit 11, 22 Bell Crescent Westlake Business Park, Westlake, Cape Town, 7945, ("CBN SA") with a principal place of business at Use of the CBN SA Internet Web site (the "CBN SA Web Site") signifies your agreement to the terms and conditions of use set forth below in the Agreement:

### Acceptance

(1) You acknowledge that you have read the terms and conditions of use and that you accept the terms thereof. YOU AGREE TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS CBN SA WEB SITE. If you do not agree to these terms and conditions of use, you may not access or otherwise use the CBN SA Web Site.

### Use of Information; Privacy Policy

(2) CBN SA may monitor your use of the CBN SA Web Site, and may freely use and disclose with or without attribution any information and materials received from you or collected through your use of the CBN SA Web Site for any lawful reason or purpose. However, personal information other than what you may disclose by posting messages and other forms of public communications to the CBN SA Web Site, shall be handled in accordance with the CBN SA's Privacy Policy.

### Modification of Agreement

(3) CBN SA reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement, including without limitation the Privacy Policy, in whole or in part, at any time. Such changes will be posted on the CBN SA Web Site. You agree that your continued use of the CBN SA Web Site shall constitute your unconditional acceptance of any such changes, modifications, additions or removals, of or to this Agreement.

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*"... the earth will be filled with the knowledge of the LORD as the waters cover the sea." Isaiah 11:9*

## Copyright

(4) The CBN SA Web Site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. The contents of the CBN SA Web Site, including, without limitations, text, comments, messages, video, graphics, interactive features, and all other materials contained thereon (“Content”), are provided AS IS, only for your information and personal, non-commercial use. All Content contained on the CBN SA Web Site is protected by copyright, and are owned or controlled by CBN SA or the party credited as the provider of the Content. You will abide by any and all additional copyright notices, information, or restrictions contained in any Content on the CBN SA Web Site. You may download and make one (1) copy of the Content and other downloadable items displayed on this CBN SA Web Site for personal, noncommercial use only, provided that you maintain all copyright and other notices contained in such Content. Copying or storing of any Content for other than personal, noncommercial use is expressly prohibited, and Content may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any other purposes whatsoever, without the prior written permission from CBN SA or the copyright holder identified in the individual Content's copyright notice.

## Registration

(5) In order to register as a user (“User” or “Users”) with CBN SA, you must be at least eighteen (18) years old [at least thirteen (13) years old for Superbook Kids]. Your eligibility to register is automatically void where prohibited by law. You affirm that all information you provide in registering with CBN SA is true and complete. Commercial businesses may not register with the CBN SA Web Site unless they are pre-approved by CBN SA. Your registration will take effect upon acceptance of your registration form by CBN SA. Other terms and conditions may apply to your registration as posted from time-to-time on the CBN SA Web Site. You may terminate your registration at any time, for any reason by following the instructions on the Manage Your Account page of the CBN SA Web Site. CBN SA reserves the right to reject and to terminate your registration and use of the CBN SA Web Site at any time, for any reason without notice to you. CBN SA also reserves the right to provide

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notices and alerts to users from time to time about use of the website and information on feature updates and changes.

### Rights To User Submitted Content / “Communications”

(6) By posting messages, uploading files, inputting data or engaging in any other form of communication (individually or collectively "Communications") to the CBN SA Web Site, you hereby grant to CBN SA a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit, incorporate into any works, and otherwise exploit such Communications, in all media (photos, videos, audio files, text and other materials) now known or hereafter developed whether as a part of CBN SA.com or otherwise including but not limited to social media. You hereby waive all rights to any claim against CBN SA for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications. You acknowledge and agree that transmission to and from the CBN SA Web Site are not confidential and your Communications may be read or intercepted by others. You acknowledge that by submitting Communications to CBN SA, no confidential, fiduciary, contractually implied or other relationship is created between you and CBN SA other than pursuant to this Agreement. You acknowledge and agree that (i) CBN SA has no obligation to use or respond to any Communications; (ii) CBN SA does not and shall not have any obligation to preview or review any Communications; (iii) CBN SA does not assure the accuracy or quality of Communications, or that harmful offensive, unlawful or otherwise objectionable Communications will not appear on the CBN SA Web Site; (iv) CBN SA may monitor any or all Communications in its sole discretion; (v) CBN SA may remove any Communications, in whole or in part, from the CBN SA Web Site; and (vi) CBN SA may exclude any person from further use of the CBN SA Web Site.

The responsibility for Communications is that of the persons transmitting same to the CBN SA Web Site. CBN SA disclaims any responsibility for any inappropriate statements or material or any incorrect information contained in any Communications.

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You represent and warrant that: (a) you have all rights in and to your Communications (whether through ownership or licenses, consents, and permissions from the owner) required for (i) you to lawfully submit your Communications to the CBN SA Web Site and grant the rights to your Communications provided in this Agreement, and (ii) your Communications to be posted and transmitted to and through the CBN SA Web Site, for the purposes authorized under this Agreement; (b) you have all required licenses, consents, releases and/or permissions to use the name and/or likeness of each identifiable individual person in your Communications in the manner authorized under this Agreement, and (c) the posting and transmission of your Communications on and through the CBN SA Web Site for the purposes authorized under this Agreement do not violate the privacy rights, publicity rights, copyrights, patents, trademarks, contract rights or any other rights of any person or entity, or violate any law, rule, regulation or order.

#### Use of Web Site; Non-Commercial Use

(7) The CBN SA Web Site is meant for personal use only and may not be used in connection with any commercial activities or endeavors or the sale of any services or products without our express prior written approval, which may be withheld for any reason.

You agree not to: (a) initiate or operate any sweepstakes, contests, gambling, advertising, barter or pyramid schemes on or through the CBN SA Web Site; (b) solicit personal identifying information for commercial or unlawful purposes from other Users; (c) transmit any form of chain letters, spam or junk email to other Users; (d) use any information obtained from or through the CBN SA Web Site (i) to abuse, harass, or harm another person, (ii) for any illegal activity, or (iii) without our prior written approval, to advertise to, contact for commercial purposes, solicit, or sell to any other User; (e) use the CBN SA Web Site for, or conduct on or through the CBN SA Web Site, any illegal and/or unauthorized activities; or (f) establish any unauthorized framing of or linking to the CBN SA Web Site.

CBN SA reserves the right to restrict the number of emails which a User may send to other Users in any twenty four (24) hour period to a number which CBN SA deems appropriate in its sole discretion. If you send unsolicited bulk email, spam, instant

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messages or other unsolicited communications of any kind through the CBN SA Web Site you acknowledge that you will have caused substantial harm to CBN SA and/or the CBN SA Web Site that will be difficult, if not impossible, to ascertain, entitling CBN SA to seek an injunction from a court of competent jurisdiction, prohibiting any such improper or unauthorized acts, in addition to such other rights and remedies as may be available to CBN SA.

While the CBN SA assumes no responsibility for monitoring the CBN SA Web Site, it will, when it deems it appropriate, investigate activity in connection with the CBN SA Web Site that CBN SA believes may be illegal, unauthorized or a breach of the terms of this Agreement. If deemed appropriate by CBN SA, it will initiate appropriate legal action with respect to such activities, including without limitation, criminal, civil and injunctive redress. CBN SA reserves the right to restrict your activity on, and/or block your access to, the Site any time for any reason without notice to you.

### Disputes Between Users

(8) The resolution of disputes that may arise between Users is the sole responsibility of the Users, and CBN SA has no liability or obligation with respect to any such disputes.

### Trademarks

(9) “CBN SA” and the “CBN SA” logo are registered trademarks and/or service marks of CBN SA. All other trademarks, service marks and logos used on the CBN SA Web Site are owned by CBN SA or used with permission of their respective owners.

### Changes to CBN SA Web Site

(10) CBN SA may change, suspend or discontinue any aspect of the CBN SA Web Site at any time, including the availability of any CBN SA Web Site feature, database, or Content. CBN SA may also impose limits on certain features and services or restrict your access to parts or all of the CBN SA Web Site without notice or liability.

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## Representations

(11) You represent, warrant and covenant that: (a) you will not upload, post, submit or transmit to or distribute or otherwise publish through the CBN SA Web Site any materials which (i) restrict or inhibit any other User from using and enjoying the CBN SA Web Site, (ii) are unlawful, threatening, abusive, libelous, defamatory, insulting, obscene, vulgar, offensive, hateful, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus or other codes, files or programs that are designed to disrupt, eradicate or limit the functions or operations of any computer software or hardware, or other electronic equipment, (vi) contain any information, software or other material of a commercial nature, (vii) contain advertising of any kind, or (viii) constitute or contain false or misleading indications of origin or statements of fact; and (b) you are at least thirteen (13) years old or have the consent of your parent or guardian.

## Copyright Infringement Complaints

(12) If you are a copyright owner or an agent thereof and believe any Communications or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act by providing our Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further details):

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

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

(c) 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

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and information reasonably sufficient to permit the service provider to locate the material;

(d) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail address;

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

(f) A statement that the information in the notification 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.

CBN SA's designated Copyright Agent to receive notifications of claimed infringement is: The Christian Broadcasting Network, South Africa , Unit 1, 22 Bell Crescent Westlake Business Park, Westlake, Cape Town, 7945, [admin@cbnsa.org](mailto:admin@cbnsa.org), Landline number: +27 21 701 1776

### Indemnity

(13) You hereby agree to indemnify, defend and hold CBN SA, its subsidiaries and affiliates, and their respective officers, directors, agents, employees, information providers, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all claims, actions, damages, liabilities and costs (including, without limitation, attorneys' fees and court costs) incurred by the Indemnified Parties in connection with or arising out of any breach by you of the Agreement or the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any claim. CBN SA reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of CBN SA.

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## Web Links

(14) The CBN SA Web Site contains links and pointers to the other related World Wide Web Internet sites, resources, and sponsors of the CBN SA Web Site. Links to and from CBN SA Web Site to other third party sites, maintained by third parties, do not constitute an endorsement by CBN SA or any of its subsidiaries or affiliates of any third party resources, or their contents. CBN SA disclaims any and all responsibility for content contained in any third party materials provided through links from the CBN SA Web Site.

## Disclaimer of Warranties

(15) THE CBN SA WEB SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE CBN SA WEB SITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, CBN SA AND ITS SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE CBN SA WEB SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE CBN SA WEB SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE CBN SA WEB SITE OR ANY LINKED SITE. FURTHER, CBN SA AND ITS SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CBN SA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE CBN SA WEB SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE CBN SA WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CBN SA AND ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE FOR THE USE OF THE CBN SA WEB SITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

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### Limitation of Liability.

(16) CBN SA, ITS AFFILIATES AND ITS SUBSIDIARIES ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE CBN SA WEB SITE, SITE-RELATED SERVICES AND/OR CONTENT OR INFORMATION CONTAINED WITHIN THE CBN SA WEB SITE, EVEN IF CBN SA KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE CBN SA WEB SITE AND/OR SITE-RELATED SERVICES IS TO STOP USING THE CBN SA WEB SITE AND/OR THOSE SERVICES.

### Choice of Law; Jurisdiction

(17) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SOUTH AFRICA.

### Miscellaneous

(18) This Agreement constitutes the entire agreement between CBN SA and you with respect to your use of the CBN SA Web Site. Any cause of action you may have with respect to your use of the CBN SA Web Site must be commenced within one (1) year after the claim or cause of action arises, or else is irrevocably waived. Paragraph headings are for reference only and do not in any way define or limit the scope or meaning of such paragraph. If CBN SA fails to take action concerning any breach by you of this Agreement, you agree that any such failure to act does not waive CBN SA's right to take action concerning any subsequent or similar breach. If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

(19) Terms of Use pertaining to Podcasts and CBN SA's Downloadable Services are contained in the < [CBN SA Podcasts/Downloadable Services Terms of Use](#) >

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