

# Terms of Use

You agree to the terms and conditions outlined in this Terms and Conditions of use Agreement (“Agreement”) with respect to the Alpha & Omega Ministries website (the “Site”). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended by us at any time and from time to time without specific notice to you.

## Copyright

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks, registered trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site except for sole use of preaching the Word of God or further spiritual development, is strictly prohibited. You must cite Alpha & Omega Ministries or Pastor Davide and or Wanda Civile. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials.

## License to Use Website

Unless otherwise stated, Alpha & Omega Ministries and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website for commercial purposes, or without proper credit);
- sell, rent or sub-license material from the website;
- show any material from the website in public for commercial purposes, or without proper credit;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;

- edit or otherwise modify any material on the website; or
- redistribute material from this website except for content specifically and expressly made available for redistribution.

## **Acceptable Use**

- You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Alpha & Omega Ministries express written consent.
- You must not use this website to transmit or send unsolicited commercial communications.
- You must not use this website for any purposes related to marketing without Alpha & Omega Ministries express written consent.

## **Account and Password**

You're responsible for keeping your account name and password confidential. You're also responsible for any account that you have access to and any activity occurring in such account (other than activity that Alpha & Omega Ministries is directly responsible for that isn't performed in accordance with your instructions), whether or not you authorized that activity. You'll immediately notify us of any unauthorized access or use of your accounts.

We're not responsible for any losses due to stolen or hacked passwords that are caused by or result from your negligence. We don't have access to your current password, and for security reasons, we may only provide you with instructions on how to reset your password.

We have the right to update any of your contact information in your account for billing purposes. In addition, you represent and warrant that all information you provide to us when you establish an account, and when you access and use the Service, is and will remain complete and accurate.

## **Restricted Access**

Access to certain areas of this website is restricted. Alpha & Omega Ministries reserves the right to restrict access to [other] areas of this website, or indeed this entire website, at Alpha & Omega Ministries discretion.

If Alpha & Omega Ministries provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Alpha & Omega Ministries may disable your user ID and password in Alpha & Omega Ministries sole discretion without notice or explanation.

## **User Content**

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Alpha & Omega Ministries a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Alpha & Omega Ministries the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party’s legal rights, and must not be capable of giving rise to legal action whether against you or Alpha & Omega Ministries or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Alpha & Omega Ministries reserves the right to edit or remove any material submitted to this website, or stored on Alpha & Omega Ministries servers, or hosted or published upon this website.

Notwithstanding Alpha & Omega Ministries rights under these terms and conditions in relation to user content, Alpha & Omega Ministries does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

## **Changes to Policies**

We may change any of the Terms by posting revised Terms of Use on our Website and/or by notifying you of the new Terms by sending an email to the last email address you gave us or displaying prominent notice within the Service. Unless you terminate your account within 10 days, the new Terms will be effective immediately and apply to any continued or new use of the Service. We may change the website, the service, or any features of the service at any time.

## **Fraud**

By becoming a member, you confirm that the information provided in this form is true and that you agree to abide by the Terms and Conditions of use of this site. Please note that your membership can be cancelled without notice if it is determined that false or misleading information has been provided, the Terms and Conditions of use have been violated, or other abuses have occurred as determined by Alpha & Omega Ministry in its sole discretion. If membership has been revoked, Alpha & Omega Ministry reserves the right to refuse application or readmission to the membership program.

## **Alpha & Omega Ministries Anti-SPAM Policy**

- Complies with the (CAN-SPAM) Act of 2003 and adheres to industry best-practices.
- Does not send unsolicited emails.
- Does not purchase email lists from third-party vendors.
- Does not share user or email data with any third-party.
- Only sends promotional or informational email to individuals who have specifically opted-in to receive them.
- You may unsubscribe from our email list(s) at anytime.
- You may update your email subscription settings at anytime.

## **User Spam**

Alpha & Omega Ministries provides a facility that enables users to send email, private, public or forum messages to other users on our ministry websites. Users must not use Alpha & Omega Ministries properties to send unsolicited, bulk, promotional or indiscriminate messages, whether or not for a commercial purpose. Users who violate this policy will have their account terminated.

Please contact us immediately at [cservice@bennyhinn.org](mailto:cservice@bennyhinn.org) if:

- You suspect someone of violating our Terms of Use.
- You suspect someone posted material that violates any protected marks or copyrights.
- You find obscene or objectionable material posted by a website user.

- You receive threatening, harassing, promotional or unwanted contact.
- You have a concern regarding user generated content on any Alpha & Omega Ministries web property.

## General Rules

Alpha & Omega Ministries doesn't allow accounts with the purpose or execution of the following:

1. Promoting third-party products/services.
  - **Promotional Communication.** This means that you cannot promote ANY third party products. Alpha & Omega Ministries has developed a Godly environment where partners can come to learn and grow spiritually.
2. Promotion of discriminatory, hateful, or harassing content.
  - **A Threat of Physical Harm.** This means any statement, photograph, advertisement, or other Content that in our sole judgment could be reasonably perceived to threaten, advocate, or incite physical harm to or violence against others.
  - **Hateful Content.** This means any statement, image, photograph, advertisement, or other Content that in our sole judgment could be reasonably perceived to harm, threaten, promote the harassment of, promote the intimidation of, promote the abuse of, or promote discrimination against others based solely on race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, disease, or immigration status.
3. The use of unwanted contact.
4. To this end, we may suspend or terminate your account if you send negate correspondence or otherwise distribute any content that we determine, in our sole discretion, contains any or all of the above mentioned restrictions.

We also may suspend or terminate your account if we determine, in our sole discretion, that you are either:

- an organization that has publicly stated or acknowledged that its goals, objectives, positions, or founding tenets include statements or principles that could be reasonably perceived to advocate, encourage, or sponsor hateful content or a threat of physical harm;
- a person that has publicly made a comment or statement, or otherwise publicly made known a position, including by membership in an organization as discussed above, that could be reasonably perceived as hateful content or a threat of physical harm; or

- a person or organization that has acted in such a way as could be reasonably perceived to support, condone, encourage, or represent hateful content or a threat of physical harm.

If you violate any of these rules, we will terminate your account.

## **Limited Right to Use**

The viewing, printing or downloading of any content, graphic, form or document from the Site grants you only a limited, nonexclusive license for use solely by you for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. No part of any content, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use (but not for resale or redistribution).

## **Limitations of Liability**

Alpha & Omega Ministries will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Alpha & Omega Ministries has been expressly advised of the potential loss.

## **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Alpha & Omega Ministries liability in respect of any:

- death or personal injury caused by Alpha & Omega Ministries negligence;
- fraud or fraudulent misrepresentation on the part of Alpha & Omega Ministries; or
- matter which it would be illegal or unlawful for Alpha & Omega Ministries to exclude or limit, or to attempt or purport to exclude or limit, its liability.

## **Editing, Deleting and Modification**

We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the site, including this agreement, without further notice to users of the site.

## **Indemnification**

You agree to indemnify, defend and hold us and our partners, attorneys, staff and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

## **Nontransferable**

Your right to use the Site is not transferable. Any password or right given to you to obtain information or documents is not transferable and may only be used by you. Please do not share login information with anyone.

## **Disclaimer**

THE INFORMATION FROM OR THROUGH THE SITE ARE PROVIDED "AS-IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION, WE ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

## **Limits**

All responsibility or liability for any damages caused by viruses contained within the electronic file containing the form or document is disclaimed. WE WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT MAY RESULT FROM USE OF OR INABILITY TO USE OUR SITE. Our maximum liability to you under all circumstances will be equal to the purchase price you pay for any goods, services or information.

## **Use of Information**

We reserve the right, and you authorize us, to the use and assignment of all information regarding the Site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

## **Privacy Policy**

Our Privacy Policy may change from time to time and is a part of this agreement.

## **Payments**

You represent and warrant that if you are purchasing something from Alpha & Omega Ministries or any other Ministry digital property that (i) any credit card information you supply is true, correct and complete, (i) charges incurred by you will be honored by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any shipping fees and applicable taxes.

## **Credit Cards**

As long as you're a Partner or student with a paid account or otherwise have an outstanding balance with us, you'll provide us with valid credit card information and authorize us to deduct the monthly charges against that credit card.

You'll replace the information for any credit card that expires with information for a valid one. If your credit card is automatically replaced with a new card by a payment processor, you acknowledge and agree that we're authorized to deduct any charges on your account against the new credit card.

Anyone using a credit card represents and warrants that they are authorized to use that credit card, and that any and all charges may be billed to that credit card and won't be rejected. If we're unable to process your credit card order, we'll try to contact you by email and suspend your account until your payment can be processed.

## **Linking Policy**

We welcome links to our websites [made in accordance with the terms of this linking policy. This linking policy is intended to assist you when linking to any website owned by Alpha & Omega Ministries. By using this website you agree to be bound by the terms and conditions of this linking policy.

Links pointing to this website should not be misleading and the appropriate link text should always be used. From time to time the URL structure of this



website may be updated, and unless <https://www.bennyhinn.org> agrees in writing otherwise, all links should point to <https://www.bennyhinn.org>, <https://bennyhinnbiblestudy.org>, or <https://www.worldhealingfellowship.org>.

You must not link to this website using any inline linking technique. You must not frame the content of this website or use any similar technology in relation to the content of this website.

This website includes links to other websites owned and operated by third parties. These links are not endorsements or recommendations. Alpha & Omega Ministries has no control over the contents of third party websites, and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

You agree that, should Alpha & Omega Ministries request the deletion of a link to our website that is within your control, you will delete the link promptly.

If you would like Alpha & Omega Ministries to remove a link to your website that is included on this website, please contact us. Note that unless you have a legal right to demand removal, such removal will be at our discretion.

Alpha & Omega Ministries may amend this linking policy at any time by publishing a new version on this website.

The site contains links to other websites. We are not responsible for the content, accuracy or opinions express in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked website on our Site does not imply approval or endorsement of the linked website by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.

## **Submissions**

All suggestions, ideas, notes, concepts and other information you may from time to time send to us (collectively, "Submissions") shall be deemed and shall remain our sole property and shall not be subject to any obligation of confidence on our part. Without limiting the foregoing, we shall be deemed to own all known and hereafter existing rights of every kind and nature regarding the Submissions and shall be entitled to unrestricted use of the Submissions for any purpose, without compensation to the provider of the Submissions.

## Refund Policy

When you purchase a digital product, you will gain instant access to those files via an email link. Because of the large volume of digital downloadable materials (such as e-books, notes, bibles, videos, audio, maps, images, and more) enrolment in the store it is non-refundable.

If for some reason you are dissatisfied and depending on the specific circumstances, we may issue a coupon code for use on a Alpha & Omega Ministries website equal to the amount of the original purchase price.

Alpha & Omega Ministries and our other websites are distributing much more digital content, including classic teachings, than ever before. Many of the archived videos, audio, books, articles, etc. come from many different broadcast series, Twitter, Facebook, YouTube, Vimeo. **You should not expect to receive products offers, including free product, product combos, product discounts, etc. from past shows, events, invitations, promotions, services, social media, blogs, etc.** Many previously offered products may still be available for purchase as a hard copy or in digital formats such as: eBooks, PDFs, digital downloads).

## Lapsed Accounts

In order to keep membership rosters current, if a **member does not access his or her account for a period of 1 year or more,**

**Alpha & Omega Ministries may, in its sole discretion, terminate such member's account.** Alpha & Omega Ministries will endeavour to notify a Member of intent to terminate such account by notice to such Member's provided email address prior to deactivation.

We strongly recommend that all Members keep their accounts and contact data current and in use. While Alpha & Omega Ministry desires to prevent active accounts from being terminated prematurely, there is no obligation to maintain said accounts that appear to have been abandoned.

## Member Address Verification

Alpha & Omega Ministries reserves the right to contact a member via email to verify the accuracy of account information (including the Member's correct name and address) that is needed to provide the member with the information he or she requested.

- DO NOT post your personal physical address, email address, username, phone number in a public forum.

- Alpha & Omega Ministries WILL NOT EVER ask for your personal or payment information in a public forum.

## **Testimony & Praise Report Submissions**

By completing and remitting the information contained in the testimony or praise report form, you authorize and grant permission to Alpha & Omega Ministries to use this testimony, all or in part in print, online, digital media on any website owned or operated by Alpha & Omega Ministries, including social media websites, and/or televised or streamed broadcasts.

**You certify that you are providing this information to Alpha & Omega Ministries of your own volition without any means of persuasion, influence, or coercion from ministry staff.**

**You believe that you have experienced divine intervention from God, and any testimony or statement you make, and information you provide on the testimony or praise report form is accurate and truthful.**

Furthermore, you waive any right of privacy that you may have, and release Alpha & Omega Ministries from any liability they may have in making use of this information.

All letters, testimonials, or pictures submitted to Alpha & Omega Ministries become the property of the ministry and will not be returned to the sender.

By submitting letters, testimonials, or pictures, the person sending them agrees that Alpha & Omega Ministries has the right to edit or revise the submission and publish it in the edited or revised format. Alpha & Omega Ministries is under no right or duty to publish any particular submission. The person submitting a letter, testimonial, or photograph represents that he/she is the author or creator of the submission and consents and agrees to allow Alpha & Omega Ministries to publish it.

## **Refunds & Exchanges**

All donations are non-refundable, although depending on the circumstances, we may issue the requested refund.

Digital products offered for sale are NOT refundable. Digital downloadable materials and enrolment in Alpha & Omega Ministries online communities or Partner Connect, etc are non-refundable.

If for some reason you are dissatisfied with your enrolment, and depending on the specific circumstances, we may issue a coupon code for use on a Alpha & Omega Ministries website equal to the amount of the original

purchase price however, we reserve the right to make adjustments to this policy without obtaining user submissions.

## **Third-Party Resellers**

In addition to all sales on any Alpha & Omega Ministries owned websites, the church also uses third-party resellers for product distribution.

Purchases made on third-party sellers (for example: Amazon, Facebook, Google Shop, Google Play, iTunes, Shopify, Spotify, etc.) are subject to that particular re-seller's privacy policy and terms and conditions.

## **Anti-Money Laundering (AML) Policy:**

The Alpha & Omega Ministries AML Policy is designed to prevent money laundering by meeting the AML legislation obligations including the need to have adequate systems and controls in place to mitigate the risk of the firm being used to facilitate financial crime. Our AML Policy sets out the minimum standards which must be complied with and includes:

- The appointment of a Money Laundering Reporting Officer (MLRO) who has sufficient level of seniority and independence and who has responsibility for oversight of compliance with relevant legislation, regulations, rules and industry guidance;
- Establishing and maintaining a Risk Based Approach (RBA) towards assessing and managing the money laundering and terrorist financing risks to the company;
- Establishing and maintaining risk-based customer due diligence, identification, verification and know your customer (KYC) procedures, including enhanced due diligence for those customers presenting higher risk, such as Politically Exposed Persons (PEPs);
- Establishing and maintaining risk based systems and procedures to monitor on-going customer activity;
- Procedures for reporting suspicious activity internally and to the relevant law enforcement authorities as appropriate;
- The maintenance of appropriate records for the minimum prescribed periods;
- Training and awareness for all relevant employees