

Privacy

Introduction

We're committed to respecting your privacy and keeping your personal information safe. This privacy policy tells you what to expect when Moments of Hope Church, Inc. doing business as Moments of Hope and Moments of Hope Church, hereafter known as "Moments of Hope Church", collects personal information.

Who We Are

Moments of Hope Church's mission is to reach the nations with the gospel. We are here to help strengthen your spiritual walk and bring you hope and encouragement along life's journeys. Through Moments of Hope Church teachings, daily devotionals, and uplifting video programming, we seek to deepen your relationship with God.

What Personal Information We Collect About You

Moments of Hope Church gathers Personal Data for two primary purposes: for fulfilling our responsibility to provide you with requested products, materials, or services, and for communicating with our constituency to teach Kingdom principles, Moments of Hope Church information and updates, share ministry results driven by your support, and to request membership support.

Personal information can include information such as your name, communication preferences, email address, postal address, IP address, telephone number, mobile number, date of birth or bank account or bank card details so we can process donations, or information as to whether you are a taxpayer to help us to claim gift aid (where applicable). In some cases, we may also collect information about you from publicly available sources.

This can occur when you:

- Ask about our activities
 - Register with us for information
 - Make a donation
 - Sign up for publications or newsletters
 - Sign up for our daily videos
 - Sign up to receive special greetings and communications
 - Submit your video testimony or photo with your praise report
 - Submit a testimonial
 - Become an Moments of Hope Church Member
 - Purchase an item from the online store
 - Telephone, write, contact us online or text us
 - Otherwise provide us with your personal information

We do not collect sensitive personal information about our supporters unless there is a clear reason for doing so, for example, you share a health concern as part of a prayer request.

If you freely and voluntarily give us sensitive personal information as part of our ministry (i.e., for example, through a prayer request), we will only collect and store sensitive personal data with your consent.

Service Providers

We use service providers such as agencies, mobile marketing providers, software, and software as a service (SaaS) providers to help us provide you with our services.

We may give relevant persons within these service providers access to your personal information, but only to allow them to perform their authorized services for us. Some service providers may be based outside of the European Economic Area (EEA) however, we will endeavor to ensure that any

data transfers outside of the EEA are carried out in compliance with relevant data protection legislation and that the processing of your data is subject to appropriate security measures.

How We May Use Your Information

We will not rent, swap or sell your personal information.

The legal basis that we rely on for processing your data will depend upon the circumstances in which it is being collected and used, but will in most cases fall into one of the following categories:

- Where you have provided your consent to allow us to use your data in a certain way
 - Where the processing is necessary to carry out for the performance of a contract with you
 - Where the processing is necessary in order for us to comply with a legal obligation such as tax audit requirements; or
 - Where it is in our legitimate interests to perform our functions, for example, processing donations or sending you administrative communications where our legitimate interest is to raise funds and to deliver our charitable purposes.

Legal Requirements

We may disclose your personal/sensitive personal information when required to by law, for example, as a result of a subpoena or court order. Further, we safeguard the sharing of such information with our vendors by using formalized information sharing agreements where appropriate, or on an ad hoc basis after ensuring the request and disclosure are legally compliant.

Other ways we may use your information:

Our Donors and Supporters

If you wish to support us by making a donation, becoming a Moments of Hope Church Partner, we will collect your name and contact details as a minimum.

Where appropriate, we may also ask for your date of birth and your motivation or personal experience for supporting us. We will use the information you provide to give you the services, products or information you asked for, tailor communications to you, to administer your donation, to send you a thank you letter or thank you call, to support you as a member, or manage your marketing preferences.

We may also send you administrative communications, for example confirming a direct debit instruction when you have made a donation to us.

Online Donations and Payments

To make an online donation or payment by direct debit or payment card, you will be directed to a payment gateway which uses security features and encryption to ensure your data remains safe. The payment gateway encrypts your bankcard information through the use of tokens, so we never keep your bankcard information in our records.

We work with the following companies to facilitate provision of our services:

Bank of America – Bank Wire

Stripe – Bankcard Processing and Tokenization

Stripe – Online Payment Gateway

Planning Center Online/Stripe – Online Payment Processing and Receipting

These companies have payment gateways operated on behalf of and under contract to us. Further information about the collection and use of your data will be provided on the relevant payment gateway for you.

If you enter your details into one of our online forms and you don't "send" or "submit" the form we may contact you to see if we can help you with any problems you may be experiencing with the form or our website.

Donating through Moments of Hope Church's Contracted Payment Gateways

The listed online payment gateways process your donation on behalf of Moments of Hope Church, and Moments of Hope Church Media Outreach. They use, retain and disclose your personal and credit card details for this purpose only, including processing your data outside of the European Economic Area. Where such transfer occurs, we will ensure your data is adequately protected under data protection law where applicable.

Data Profiling and Analysis

We may also carry out analysis of the personal information we collect about you and add publicly available information to create a profile of your interests, preferences and your ability to support us, including the amount or level of potential donation or legacy you may be able to give.

This is so we can contact you in the most appropriate way and with the most relevant information, which enables us to raise funds for ministry outreach more cost-efficiently to fulfill our mission to take the gospel to the nations.

Publicly available information is compiled from sources such as public registers (e.g. listed Directorships), newspaper articles, and social media posts.

Please let us know if you would prefer us not to process your data in this way by contacting us **here**.

Marketing Communications

Where you give us your consent, we will also use your personal data in order to send you marketing and fundraising communications in connection with the following marketing and fundraising activities and services:

- Daily Devotional Emails and updates – including other publications informing you about our work.
- Appeals and fundraising activities – including requests for donations, information about how you can leave us a gift in your will, or attend or take part in a fundraising event, and updates on the impact that your fundraising activities have had on our Kingdom mission.
- Shop products and other services – including information about products offered by our online shop and other services that may be of benefit to you.

You decide how you want us to contact you, whether by mail, email or by phone or text message (SMS/MMS) and you can update your communication preferences at any time by contacting us at info@momentsofhopechurch.org. Occasionally, we will also send you a communication to update and refresh your communication preferences.

Donating Through Our Online Shop

When you make a donation and select a thank gift from our online store, we will collect certain information from you including your name, address, phone number, email address, gift aid status where applicable, marketing preferences and payment details, so that we can process your gift and thank

you product shipment, or contact you if we have any queries regarding your transaction.

Where you have given us your consent (where applicable), we may send you information about other offers that may be of interest to you by post, email, SMS or contact you by phone.

Your data will be held and processed by Moments of Hope Church. Depending upon the communication preferences you select when registering your details, Moments of Hope Church may then also contact you for fundraising and volunteer purposes.

Moments of Hope Church will not use your personal data for any other purpose unless you explicitly instruct us to do so.

Visitors to Our Website

When someone visits MomentsofHopeChurch.org or associated websites, we use third party services, including Google Analytics, to collect standard internet log information and details of visitor behavior patterns. We do this to understand how our website was accessed, and the number of visitors to the various parts of the site. This information is only processed in a way which does not identify anyone. We do not make, and do not allow these third-party companies to make any attempt to find out the identities of those visiting our website other than a general IP Address. If we do want to collect personal information through our website such as asking you to fill out a form, we will make this clear and explain what we will do with it.

We also use click through and open mail tracking when sending emails so that we can understand whether the recipient has opened an email, unsubscribed,

or clicked on a link to our website. This enables us to assess the effectiveness of our communication with you.

Cookies

We use cookies to help us minister more effectively to you. Cookies are small text files that sit on your device so that our website will remember you and your preferences.

To help us create a more effective website that reflects users' needs, we use cookie files to collect and record information about how our site is used and collect your IP address (a number that identifies a specific computer or other internet device) for system administration and to report aggregated information. For more information about how we use cookies, please review our entire Cookie Policy **here**.

You can refuse to use cookies by turning them off in your browser. The 'Help' function within your browser should tell you how. You may also contact your browser's software manufacturer for questions on how to disable your cookies. You do not need to have cookies turned on to use most of this site.

However, please be aware that restricting cookies may impact the functionality of some areas of our website. You may find that some areas on the website will be slower, or may not function at all, and you may not be able to participate in certain activities if cookies are disabled.

For more information on cookies, visit whatarecookies.com.

Information Security

We protect your data by using up-to-date security features and procedures and we respect the privacy of all visitors to our website.

Associated Websites

This Privacy Policy applies to our hosted websites as listed below:

MomentsofHope.org

MomentsofHopeChurch.org

Our website may also include links to other websites, not owned, associated or managed by the Moments of Hope Church. While we try our best to only link to reputable websites, we cannot be held responsible for the privacy of information collected by sites not managed by us, nor can we accept responsibility or liability for them. For this reason, you should consult the privacy notice on any external website you link to before you submit any personal information to those websites.

How We Keep Your Data Safe and Who Has Access

We ensure that there are appropriate technical controls in place to protect your personal details. For example, our online forms are always encrypted, and our network is protected and routinely monitored.

We undertake regular reviews of who has access to information that we hold to ensure that your information is only accessible by appropriately trained staff and our contracted vendors.

We use external companies to collect or process personal data on our behalf. We do comprehensive checks on these companies before we work with them, and put a contract in place that sets out our expectations and requirements, especially regarding how they manage the personal data they have collect or have access to.

For UK and EEA residents: Some of our suppliers run their operations outside the European Economic Area (EEA). Although they may not be subject to same data protection laws as companies based in the UK, we take steps to make sure they provide an adequate level of protection in accordance with UK data protection law. By submitting your personal information to us you agree to this transfer, storing and/or processing at a location outside the EEA.

We may need to disclose your details if required to the police, regulatory bodies or legal advisors.

We will only ever share your data in other circumstances if we have your explicit and informed consent.

How Long We Hold Your Personal Information For

We regularly review personal information we hold, and delete anything we no longer need. We will only keep your personal data for as long as necessary. Different laws require us to keep different data for different periods of time.

Certain regulations we are subject to, including the United States Internal Revenue Code require that we keep records of financial transactions for seven years.

Otherwise, data on former partners and supporters is typically retained for up to three years after last contact. However, we will keep your data during your lifetime if you have included us in your will, estate planning, or trust.

Keeping Your Information and Preferences Up-To- Date

We continually strive to improve the quality and accuracy of the information you have provided, such as your contact details. This helps us ensure our records are fully up-to-date and to avoid misdirecting communications.

You can help us keep our records up to date by telling us when your contact details and other personal information changes. You can also change your mind at any time about how we contact you or ask us to stop contacting you altogether.

Please contact our Administrator and they'll make the changes for you:

- Call them at 980-215-5661
- Email info@MomentsofHopeChurch.org
- Write to:

Moments of Hope Church

4500 Cameron Valley Parkway, Suite 400

Charlotte, NC 28211

If you tell us that you no longer want to receive further contact from us and you are on our donor database, it may take a short while before our communications stop altogether as selection of donor information for some of our mail appeals is completed a few weeks in advance of the mailing. If you request to receive no further contact from us, we will keep the information we hold on you and add you to our suppression lists to ensure that you do not receive unwanted materials in the future.

Access to Your information, Correction, and Erasure

You have the right to see and access information contained in personal data we hold about you. If you would like to receive or transfer some or all of your personal information (called a Subject Access Request), please contact the Administrator:

email: info@MomentsofHopeChurch.org or write to the address above.

We may require proof of identity of the person making the request.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove any information you think is inaccurate by contacting the Administrator at the address provided above.

You have a right to ask us to delete your personal data; however, this is not an absolute right. We can refuse to erase personal data which we need to keep (i) to comply with a legal obligation (for instance, gift aid processing and bankcard provider requirements) and (ii) in relation to the exercise or defense of any legal claims. Please note, upon a request for erasure, we may also keep a minimal amount of personal data on an in-house marketing suppression file in order to comply with a request not to receive marketing.

Changes To This Policy

We keep our privacy policy under regular review and we will place any updates on this web page. This privacy policy was last updated on August 20, 2019.

Term of Use

This Internet Website Use Agreement (the “Agreement” or “Terms of Use”) is between you and The Moments of Hope Church, Inc. (“MOHC”)(hereinafter, “we,” “us” or “our”), a non-profit entity, with a principal place of business at 4500 Cameron Valley Parkway, Suite 400, Charlotte, NC 28211. Use of our Internet websites (collectively, the “Websites”) signifies your agreement to the terms and conditions of use set forth below:

1. Acceptance

You acknowledge that you have read these 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 THE WEBSITES. If you do not agree to these terms and conditions of use, you agree to refrain from using our Websites.

2. Use of Information; Privacy Policy

Upon your consent and in accordance with Applicable Law and European Union General Data Protection Regulation 2016/679 (the “GDPR”), we may monitor your use of our Websites and may not disclose Your Personal Data (as defined herein) without your prior consent or as required by Applicable Law. However, we will handle and safeguard personal information, including “Personal Data” as defined by the GDPR, in accordance with both our Privacy Policy, the GDPR and in accordance with Section 25 below.

3. Modification of Agreement

We reserve the right, at our sole discretion, to change, modify, add or remove any portion of this Agreement, including without limitation the Privacy Policy and Submission Agreement, in whole or in part, at any time. You agree that your continued use of our Websites will constitute your unconditional acceptance of any such changes, modifications, additions or removals of, or to, this Agreement, except where additional notification is required by the GDPR.

4. Copyright

Our Websites are 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 our Websites, including, without limitations, text, comments, messages, video, graphics, interactive features, and all other materials contained thereon, including Submissions, as defined in Section 6 (collectively, “Content”) are protected by copyright, and are owned

or controlled by MOHC, the party credited as the provider of the Content, respective licensees or advertisers. The unauthorized use of any Content protected by copyright is strictly prohibited and will constitute a breach of this Agreement.

Except as we specifically agree in writing, no Content from our Websites may be used, reproduced, transmitted, distributed or otherwise exploited in any way other than as part of our Websites, except where our Websites are configured to enable the download of particular Content, you may download one copy of such Content to a single digital device for your personal, noncommercial home use only, provided that you (a) keep intact all copyright and other proprietary notices, (b) make no modifications to the Content, and (c) do not use the Content in a manner that suggests an association with any of our products, services or brands.

In the event we offer downloads of software or applications on our Websites and you download such software or applications, the software and applications, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the “Software”) are licensed to you by us or third-party licensors for your personal, noncommercial home use only. We do not transfer title to the Software to you. You may not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form.

5. Streaming Media

There may be portions of our Websites, Content, functionality or features (e.g., digital streaming media player(s)) (collectively, “Streaming Media”) that we make available to users for your personal use. While we can obviously change how, to whom and to what extent we make these Streaming Media available at any time without any notice and in our sole discretion, to the

extent they are available to you whenever you visit our Websites or take advantage of any of these Streaming Media (whether you use these Streaming Media on your own personal or customized web pages, whether they are displayed or appear embedded or housed within a web page or website of anyone else, whether a commercial website or web page, an advertisement, promotional message or even a personalized or customized web page of a friend or through any device that can access any of these Streaming Media), you agree not to download any content made available as part of the Streaming Media and acknowledge that such content is available only for streaming viewing and, further, that you are bound by the applicable provisions of this Agreement.

6. RSS Feeds and Podcasts

Our Websites may provide RSS Feeds (“RSS Feeds”) consisting of selected Content, including without limitation text, audio, video, and photographic content (“Content”) from our Websites that is provided over the Internet using an XML feed. Certain RSS Feeds may be podcasts (“Podcasts”) which may include as part of the Content an associated audio, video and/or photographic file where the audio and/or video file may be downloaded and played from a user’s device or transferred to a portable listening device. Certain software and hardware is required for users to download and view and/or play Content through RSS Feeds.

By your access to and use of RSS Feeds, you understand, acknowledge and agree that we do not warrant that our RSS Feeds will operate on all user equipment. Please see the “Disclaimer of Warranties” and “Limitations of Liability” sections below for further details.

7. Submissions

In these terms and conditions, we use the word “Submissions” to mean text, messages, ideas, concepts, testimonies, suggestions, stories, screenplays,

treatments, formats, artwork, photographs, drawings, videos, audiovisual works, musical compositions (including lyrics), sound recordings, characterizations, your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate or otherwise distribute (collectively, "Distribute") on or through our Websites.

There are two types of Submissions: Solicited Submissions and Unsolicited Submissions. "Solicited Submissions" means those Submissions (a) that we expressly request or enable you to provide to us via any feature or activity on our Websites; and (b) that you Distribute on or through our Websites (such as through our Communities as defined below in Section 8). "Unsolicited Submissions" are any and all Submissions that do not fall within subparagraphs (a) or (b) of this paragraph.

We will not accept or consider Unsolicited Submissions so you should not Distribute Unsolicited Submissions on or through our Websites. We want to avoid the possibility of future misunderstandings when projects developed by us or under our direction might seem to others to be similar to their own creative work. In any event, you agree that any Submissions you make are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of any review, compensation or consideration of any type (other than any Consideration stated and identified in writing).

By submitting any Submission on or through our Website, you are hereby consenting to the processing of any Personal Data by us in relation to the use of our Website(s) and Submissions thereto. This Agreement shall serve as documentation of such consent.

8. Electronic Delivery Policy

By using our Websites, you agree that we may provide to you required notices, agreements and other information concerning our Websites electronically by posting on our home page or on the relevant web page.

9. Web Communities

Your comments, suggestions and information are important to us. Portions of our Websites may provide you and other users an opportunity to participate in forum services, message board, instant messaging, mobile services, blogs, third-party social networking sites, web communities and other message and communication facilities (collectively, “Web Communities”) and may provide you with the opportunity, through such Web Communities or otherwise, to submit, post, display, transmit and/or exchange Submissions, which include without limitation information, ideas, opinions, messages or other information. You acknowledge that the Web Communities and features offered therein are for public and not private communications, and you have no expectation of privacy with regard to any Submission to any Web Community. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk. Notwithstanding the foregoing, we will assess the appropriate level of security and implement appropriate safeguards to guard Your Personal Data that is intended to be private, rather than publicly available.

You are and shall remain solely responsible for the Submissions you Distribute on or through our Websites under your username or otherwise by you in any Web Community and for the consequences of submitting and posting same. We have no duty to monitor any Web Community. Also, you should be skeptical about information provided by others, and you acknowledge that the use of any Submission posted in any Web Community is at your own risk. For example, we are not responsible for, and we do not endorse, the opinions, advice or recommendations posted or sent by users in

any Web Community and we specifically disclaim any and all liability in connection therewith.

You understand, acknowledge and agree that we have the right to delete, re-format and/or change your Submissions in any manner that we may determine.

The amount of storage space on our Websites per user may be limited. Some Submissions may not be processed due to space constraints or outbound message limitations. By using our Website(s), you agree and understand these terms and consent to the processing of your Submissions by us. We will safeguard any stored Submissions and employ appropriate security measures for Processors as required by Article 28 and Article 32 of the GDPR.

Distributing Submissions through our Web Communities is for noncommercial purposes only and you may not Distribute in any manner which does or is intended to promote or generate revenue for any business enterprise or commercial activity.

10. Registration

In order to engage the Web Communities and Distribute Submissions on our Website, you must be at least the legal age of majority in your state or country as applicable and you have the legal right and capability to enter into this Agreement and perform and comply with all of its terms and conditions. You may also be required register as a user (“User” or “Users”) with us. Your right to register is contingent upon your providing us with true and complete information during the registration process. Your eligibility to register is automatically void where prohibited by law. Commercial businesses may not register with our Websites unless they are pre-approved by us. Your registration will take effect upon acceptance of your registration form by

MOHC. Other terms and conditions may apply to your registration as posted from time-to-time on our Websites. You may terminate your registration at any time, for any reason by following the instructions as provided on the applicable web page of our Website(s). We reserve the right to reject and to terminate your registration and use of our Website(s) at any time, for any reason without notice to you.

11. Commenting Policy

By using our Website(s), you agree that you will not Distribute any Submission that:

1. is (a) defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity;
2. is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity;
3. infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;
4. is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);

5. contains a virus or other harmful component, or otherwise tampers with, impairs or damages the our Website(s) or any connected network, or otherwise interferes with any person or entity's use or enjoyment of our Website(s); or
6. (a) does not generally pertain to the designated topic or theme of the relevant Web Community; (b) violates any specific restrictions applicable to a Web Community, including its age restrictions and procedures; or (c) is antisocial, disruptive, or destructive, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet.

We cannot and do not assure that other Users are or will be complying with the foregoing Commenting Policy or any other provisions of these terms and conditions of, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

We reserve the right, but disclaim any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from our Website(s) that violates these terms and conditions of (including the Commenting Policy) and (b) identify any User to third parties, and/or disclose to third parties any Submission or personally identifiable information, when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these terms and conditions of (including the Commenting Policy) and/or our contest, sweepstakes, promotions, and game rules, and/or protect the safety or security of any person or property, including any of our Website(s). Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever. Notwithstanding the foregoing, we will implement security measures to protect any Submissions considered Personal Data by the GDPR. In the event that we remove or delete any Submission, we will promptly return to you or destroy any records or copies of Your Personal Data.

12. Mobile Applications

If we offer products and services through applications available on your wireless or other mobile device (such as a mobile phone) (the “Mobile Application Services”), these Mobile Application Services may be governed by any additional terms governing the applicable Mobile Application Service (“Additional Terms”). We do not charge for these Mobile Application Services unless otherwise provided in the applicable Additional Terms. However, your wireless carrier’s standard messaging rates and other messaging, data and other rates and charges will apply to certain Mobile Application Services. You should check with your carrier to find out what plans your carrier offers and how much the plans cost. In addition, the use or availability of certain Mobile Application Services may be prohibited or restricted by your wireless carrier, and not all Mobile Application Services may work with all wireless carriers or devices. Therefore, you should check with your wireless carrier to find out if the Mobile Application Services are available for your wireless device, and what restrictions, if any, may be applicable to your use of such Mobile Application Services. If you change or deactivate your wireless telephone number, you agree to promptly update your User account information to ensure that your messages are not sent to the person that subsequently acquires your old number. We will promptly return to you or destroy any records or copies of your telephone number or other outdated information.

Under no circumstances will we, our subsidiaries, our licensees, assignees, distributors, agents, representatives, affiliates and other authorized users be responsible for any wireless email, text messaging or other charges incurred by a User (or any person that has access to a User’s wireless device, telephone number, or email address) using any Mobile Application Services.

13. Disputes Between Users

The resolution of disputes that may arise between Users is the sole responsibility of the Users, and we have no liability or obligation with respect to any such disputes.

14. Trademarks

“MOMENTS OF HOPE CHURCH” and the “MOMENTS OF HOPE” logo are trademarks and/or service marks of MOMENTS OF HOPE CHURCH. All other trademarks, service marks and logos used on our Website(s) are owned by us or used with permission of their respective owners. Any unauthorized use of such trademarks, service marks or logos is strictly prohibited and shall constitute a breach of this Agreement.

15. Changes to Our Websites

We may change, suspend or discontinue any aspect of the our Website(s) at any time, including the availability of any our Website(s) feature, database, or content. We may also impose limits on certain features and services or restrict your access to parts or all of our Website(s) without notice or liability. In the event we discontinue any aspect of our Website(s), we will promptly return to you or destroy any Personal Data affected by the discontinuation.

16. Copyright Infringement Complaints

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement must be sent to Service Provider’s Designated Agent.

Name of Agent Designated to Receive Notification of Claimed Infringement:
Schell Bray, Counsel for MOHC.

Full address of designated agent to whom notification should be sent:

Schell Bray

P.O. Box 21847

Greensboro, NC 27240

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. 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;
3. 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;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has 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
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We may give you notice that we have removed or disabled access to certain material by means of a general notice on our Website(s), electronic mail to a User's e-mail address in our records, or by written communication sent by first-class mail to your physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

5. Indemnity

You hereby agree to indemnify, defend and hold us, and all of our officers, directors, agents, employees, information providers, subsidiaries, affiliates, 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. We reserve the right, at our 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 our written consent.

18. Web Links/Advertising

Our Websites may contain links and pointers to the other related Internet sites, resources, advertiser, and sponsors of ours. Links to and from our

Website(s) to other third party sites, maintained by third parties, do not constitute an endorsement by us or any of our subsidiaries or affiliates of any third party resources, or their contents. We disclaim any and all responsibility for content contained in any third party materials provided through links from our Website(s).

From time to time, you may communicate with, receive communications from, be re-directed to, interact with, or participate in or use the services or obtain goods and services of or from our advertisers, sponsors, or promotional partners (collectively, the “Advertisers”) as a result of your use of our Website(s). All such communication, interaction and participation is strictly and solely between you and such Advertisers and we shall not be responsible or liable to you in any way in connection with these activities or transactions (including, without limitation, any representations, warranties, covenants, contracts or other terms or conditions that may exist between you and the Advertiser or any goods or services you may purchase or obtain from any Advertiser). We will take steps to ensure that any natural person acting under our authority who has access to your Personal Data will not control or process such data without your documented consent.

19. Ads and Malware

We take great care and pride in creating our Website(s). We are always on the lookout for technical glitches that effect how our Website(s) work. When we find them on our end, we will attempt to fix them in a timely manner. Unfortunately, your home computer may cause some glitches that effect how you see our Site, which is beyond our control.

If you experience any unusual behavior, content or ads on our Website(s), it may be the result of Malware on your computer. Malware — short for MALicious softWARE — is a term used to broadly classify a form of software which is installed in a computer system with malicious intentions, usually

without the owner's knowledge or permission. Malware includes computer viruses, key loggers, malicious active content, rogue programs and dialers, among others. While we continuously work closely with our partners to ensure that everything on our Website(s) is working properly, sometimes Malware programs on your personal computer may interfere with your experience on our Website(s) and on other sites that you visit.

We are not responsible for the effects of any third-party software including Malware on your computer system. You should carefully read the Help or Customer Support areas of any software download site. If you do discover any Malware on your system, we also suggest you speak with a qualified computer technician. If, after taking the above actions, you are still experiencing any problems, please feel free to contact us at info@MomentsofHopeChurch.org. Notwithstanding the foregoing, we will notify you without undue delay after becoming aware of any Personal Data breach as a result of such a Malware-related event. Such notification shall include that information a Processor must provide to a Controller under Article 33(3) of the GDPR to the extent such information is reasonably available to us.

20. International Users

Our Website(s) contain content that may be illegal, banned, or outlawed in some countries. Accessing our Website(s) is prohibited in jurisdictions where our content is illegal. If you access the content from other locations, you do so at your own risk and are responsible for compliance with local laws. We, our subsidiaries, our licensees, assignees, distributors, agents, representatives, and other authorized users make no representation as to the legality of the content you are accessing.

21. Disclaimer of Warranties

OUR WEBSITE(S), INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH OUR WEBSITE(S), IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE, OUR SUBSIDIARIES, OUR LICENSEES, ASSIGNEES, DISTRIBUTORS, AGENTS, REPRESENTATIVES, AFFILIATES AND OTHER AUTHORIZED USERS MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON OUR WEBSITE(S) OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH OUR WEBSITE(S), 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 OUR WEBSITE(S) OR ANY LINKED SITE. FURTHER, WE AND OUR SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OUR WEBSITE(S) OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR WEBSITE(S) OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE, OUR SUBSIDIARIES, OUR LICENSEES, ASSIGNEES, DISTRIBUTORS, AGENTS, REPRESENTATIVES, AFFILIATES AND OTHER AUTHORIZED USERS SHALL NOT BE LIABLE FOR THE USE OF OUR WEBSITE(S), INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

22. Limitation of Liability

WE, OUR SUBSIDIARIES, OUR LICENSEES, ASSIGNEES, DISTRIBUTORS, AGENTS, REPRESENTATIVES, AFFILIATES AND OTHER

AUTHORIZED USERS 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 OUR WEBSITE(S), SITE-RELATED SERVICES AND/OR CONTENT OR INFORMATION CONTAINED WITHIN OUR WEBSITE(S), EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH OUR WEBSITE(S) AND/OR SITE-RELATED SERVICES IS TO STOP USING OUR WEBSITE(S) AND/OR THOSE SERVICES.

23. Choice of Law; Jurisdiction

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA, UNITED STATES OF AMERICA, WITHOUT REGARD TO CONFLICTS OF LAWS OR CHOICE OF LAW PROVISIONS. SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN CHARLOTTE, NORTH CAROLINA.

24. Miscellaneous

This Agreement specifically incorporates herein by reference the Privacy Policy and Submission Agreement which constitute the entire agreement between us and you with respect to your use of the our Website(s). You agree that any cause of action you may have with respect to your use of our Website(s) 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 we fail to take action concerning any breach by you of this Agreement, you agree that any such failure to act does not waive our 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 affect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

The provisions of this Agreement are binding on us and our respective successors and assigns, as well as you and your heirs, executors, administrators, successors and personal representatives. You may not assign this Agreement or your rights and obligations under this Agreement without our express written consent, which may be withheld by us in our sole discretion. We and our service providers may assign this Agreement and our respective rights and obligations hereunder without your consent.

25. General Data Protection Regulation

We make the following commitments in compliance with the GDPR:

For the purposes of this section, certain capitalized terms shall have the same meaning as set forth in the GDPR.

We will, from time to time, engage another natural person, affiliate, contractor or Subprocessor for the purpose of processing or controlling Your Personal Data on our behalf. Any processing or controlling of personal data by us, or by our contracted vendors, will be governed by these Terms and Conditions and the GDPR. We will disclose the subject-matter, duration and purpose of any processing or controlling of Your Personal Data upon your request.

We will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. In assessing the appropriate level of security, account will be taken of the risks that are presented by

processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

We will take steps to ensure that any natural person, affiliate, contractor or Subprocessor acting under our authority who has access to Your Personal Data does not process such data except with your consent, unless he or she is required to do so by Applicable Law. We will notify you without undue delay after becoming aware of a Personal Data breach as required by Article 33(2) of the GDPR.

Cookies

Moments of Hope Church and Moments of Hope (collectively “MOHC”, “us”, “we”, or “our”) uses cookies, web beacons, tracking pixels, and other tracking technologies when you visit our website(s), including any other media form, media channel, mobile website, or mobile application related or connected thereto (collectively, the “Site”) to help customize the Site and improve your experience.

We reserve the right to make changes to this Cookie Policy at any time and for any reason. We will alert you about any changes by updating the “Last Updated” date of this Cookie Policy. Any changes or modifications will be effective immediately upon posting the updated Cookie Policy on the Site, and you waive the right to receive specific notice of each such change or modification.

You are encouraged to periodically review this Cookie Policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Cookie

Policy by your continued use of the Site after the date such revised Cookie Policy is posted.

Our Cookies Policy explains what cookies are, how we use cookies, how third-parties we may partner with may use cookies on the Service, your choices regarding cookies and further information about cookies.

What Are Cookies

A “cookie” is a string of information which assigns you a unique identifier that we store on your computer. Your browser then provides that unique identifier to use each time you submit a query to the Site, allowing the Service or a third-party to recognize you and make your next visit easier and the Service more useful to you.

Cookies can be “persistent” or “session” cookies. Persistent cookies remain on your personal computer or mobile device when you go offline until you delete them, while session cookies are deleted as soon as you close your web browser.

Cookie Types

The following types of cookies may be used when you visit the Site:

Advertising Cookies – Advertising cookies are placed on your computer by advertisers and ad servers in order to display advertisements that are most likely to be of interest to you. These cookies allow advertisers and ad servers to gather information about your visits to the Site and other websites, alternate the ads sent to a specific computer, and track how often an ad has been viewed and by whom. These cookies are linked to a computer and do not gather any personal information about you.

Analytics Cookies – Analytics cookies monitor how users reached the Site, and how they interact with and move around once on the Site. These cookies let us know what features on the Site are working the best and what features can be improved on the Site.

Our Cookies – Our cookies are “first-party cookies”, and can be either permanent or temporary. These are necessary cookies, without which the Site won’t work properly or be able to provide certain features and functionalities. Some of these may be manually disabled in your browser, but may affect the functionality of the Site.

Personalization Cookies – Personalization cookies are used to recognize repeat visitors to the Site. We use these cookies to record your browsing history, the pages you have visited, and your settings and preferences each time you visit the Site.

Security Cookies – Security cookies help identify and prevent security risks. We use these cookies to authenticate users and protect user data from unauthorized parties.

Site Management Cookies – Site management cookies are used to maintain your identity or session on the Site so that you are not logged off unexpectedly, and any information you enter is retained from page to page. These cookies cannot be turned off individually, but you can disable all cookies in your browser.

Third-party cookies – In addition to our own cookies, we may also use various third parties’ cookies to report usage statistics of the Service, deliver advertisements on and through the Service, and so on.

How We use Cookies

We use cookies on the Site to, among other things, keep track of services you have used, record registration information, record your user preferences, keep

you logged into the Site, facilitate purchase procedures, and track the pages you visit. Cookies help us understand how you use the Site and improve your user experience. When you use and access the Service, we may place a number of cookies files in your web browser.

Your Choices Regarding Cookies

When you visit our website(s), you will be given the choice to accept or refuse cookies. Please note, however, that if you delete cookies or refuse to accept them, you might not be able to use all of the features we offer, you will not be able to store your preferences for our pages, and some of our pages may not display properly.

If you'd like to delete cookies or instruct your web browser to delete or refuse cookies, please visit the help pages of your web browser.

- For the Chrome web browser, please visit this page from Google: <https://support.google.com/accounts/answer/32050>
- For the Internet Explorer web browser, please visit this page from Microsoft: <http://support.microsoft.com/kb/278835>
- For the Firefox web browser, please visit this page from Mozilla: <https://support.mozilla.org/en-US/kb/delete-cookies-remove-info-websites-stored>
- For the Safari web browser, please visit this page from Apple: <https://support.apple.com/guide/safari/manage-cookies-and-website-data-sfri11471/mac>
- For any other web browser, please visit your web browser's official web pages.

Other Tracking Technologies

In addition to cookies, we may use web beacons, pixel tags, and other tracking technologies on the Site to help customize the Site and improve your

experience. A “web beacon” or “pixel tag” is tiny object or image embedded in a web page or email. They are used to track the number of users who have visited particular pages and viewed emails, and acquire other statistical data. They collect only a limited set of data, such as a cookie number, time and date of page or email view, and a description of the page or email on which they reside. Web beacons and pixel tags cannot be declined. However, you can limit their use by controlling the cookies that interact with them.

Privacy Policy

For more information about how we use information collected by cookies and other tracking technologies, please refer to our Privacy Policy click **here**. This Cookie Policy is part of, and is incorporated into, our Privacy Policy.

Summary

We reserve the right to make changes to this Cookie Policy at any time and for any reason. We will alert you about any changes by updating the “Last Updated” date of this Cookie Policy. Any changes or modifications will be effective immediately upon posting the updated Cookie Policy on the Site, and you waive the right to receive specific notice of each such change or modification.

Please periodically review this Cookie Policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Cookie Policy by your continued use of the Site after the date such revised Cookie Policy is posted.

Contact Us

If you have questions or comments about this Cookie Policy, please contact us at info@momentsofhopechurch.org.

Last updated: September 18, 2019