

WEBSITE TERMS OF USE

Divine Initiative Ministries, LLC, a Florida limited liability company (“DIM”) appreciates your interest in our company and its website, www.divinitiative.org (“website”). **DIM is a provider of social and educational services to meet the needs of disadvantaged adult males in Palm Beach County, Florida U.S., by applying Christian tenets of faith. DIM is not a church or directly affiliated with any church or religious organization.** The words “we” or “our” or “us” in this document refer to DIM. The words “you” or “your” refer below to each person who accesses or uses this website.

1. YOUR ACCEPTANCE:

A. **Your access or use of this website means you automatically acknowledge and accept the following terms and any amendments that we may subsequently post (collectively, “Website Terms”), and you agree to be legally bound by them.**

B. This is a general informational website. You acknowledge that the content on this website may not always be correct, current, complete or suitable for your intended purpose, meaning it appears “AS IS” and “WITH ALL FAULTS.” We do not warrant that your access or use of this website will always be secure, available, uninterrupted, or error-free, or that this website will be compatible with any particular hardware or software platform. You assume all risk and liability if you access, use or rely on this website. DIM and its affiliates, related companies, successors and assigns, and all their officers, directors, shareholders, partners, members, employees, legal representatives, and agents, whether past or present for any of the foregoing (collectively “DIM Group”), to the fullest extent permitted under applicable law: (1) disclaims all warranties, including, but not limited to the implied warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, and non-infringement of intellectual property rights, and (2) shall not be liable for any damages, whether direct, indirect, consequential, incidental, special or punitive, or for any business interruption, lost profits, lost data or equipment (including hardware and software), or loss of goodwill, resulting from or related to your access or use of this website. Yet, some states do not permit the exclusion or limitation of certain warranties or damages, or a limitation on how long an implied warranty lasts, so this exclusion or limitation may not apply to you.

C. You agree, at your sole expense, to indemnify, defend and hold the DIM Group harmless from and against any claims, litigation, liabilities, damages, expenses or losses, including, but not limited to our reasonable attorneys’ fees and costs at all judicial levels, resulting from or related to: (1) your access or use of this website; (2) your violation of these Website Terms or applicable law; or (3) your violation of the rights of the DIM Group or any third party.

2. THIS WEBSITE:

A. We operate this website in Florida U.S. Our headquarters is in Delray Beach, Florida U.S.

B. We own or have the right to use the content on this website, including, but not limited to graphics, photographs, videotapes, logos, trademarks and service marks, and our rights are protected by applicable law. (Copyright. Divine Initiative Ministries, LLC. 2019. All rights are reserved.) No license or other right to use any intellectual property displayed on this website has been provided to you by accessing or using this website. You are permitted under a limited, non-exclusive and non-transferable revocable license, to copy, download, or print material on our website solely for your personal and non-commercial use, provided you do not change such material in any way. Your unauthorized use of such material shall automatically terminate that license and may constitute a violation of law concerning contract, trademark, copyright, or other intellectual property rights.

C. Please only use this website for lawful purposes and according to these Website Terms. You are prohibited from: (1) submitting any material to our website or posting any material on our website that is false, misleading, defamatory, offensive, obscene, pornographic, discriminatory, violates applicable law, or promotes or advertises third parties, or (2) taking any action to damage, interrupt or interfere with the operation or functionality of our website. Nobody under 18 years old may access or use this website. We may suspend or terminate your access or use of this website if you fail to comply with these Website Terms or applicable law. We shall exercise our legal and equitable rights under applicable law to enforce these Website Terms against you, if necessary, and to recover our reasonable

attorneys' fees and costs at all judicial levels, and any damages deemed appropriate by a court of competent jurisdiction. If your website use is suspended or terminated, you shall continue to be governed by these Website Terms.

D. This website may contain links to other websites that are not owned or operated by the DIM Group, solely for your browsing convenience, or those third parties may link to our website. Such display does not mean we endorse or promote those third parties or their products or services. You fully assume all risk of doing business with those third parties or linking to their websites, and the DIM Group shall not be liable for any damages, losses or claims resulting from or related to your access or use of those links or the content, products, services, or privacy practices of those third party websites.

E. Our privacy policy concerning our data collection and retention, use and disclosure practices ("Privacy Policy"), is separately contained on this website and it is an important part of these Website Terms. If there is any conflict between the Privacy Policy and these Website Terms, these Website Terms shall always control.

3. **GENERAL TERMS:**

A. **You acknowledge that: (1) Florida law governs these Website Terms without regard to that state's conflict of law provisions, and (2) all disputes concerning this website, the Privacy Policy, or these Website Terms, shall only be filed in state or federal court located in Palm Beach County, Florida U.S., regardless of your residency, business location, or where you access or use this website. You also waive any right to a jury trial or to become a party in a class action against us.**

B. This website is intended solely for U.S. residents. If you access this website outside the U.S., you are solely responsible for your compliance with all applicable law. You agree to comply with all U.S. import and export control laws. You acknowledge that the 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply.

C. If you think you have a claim against us resulting from your access or use of this website, you must proceed within one (1) year after any alleged claim arises under applicable law or your rights will be permanently barred.

D. We cannot waive any of these Website Terms by our action or omission. These Website Terms contain the entire agreement between you and DIM Group regarding your access or use of this website and these Website Terms totally replace any prior versions. If any part of these Website Terms is unenforceable or unlawful, that part will be severed and the rest shall remain in effect. These Website Terms may be amended or replaced at any time, without notice, and any change will automatically become effective when we post an updated version on our website. Your subsequent access or use of this website, following an amendment to these Website Terms, automatically binds you to these Website Terms, as amended, and satisfies any legal requirement that an agreement must be in writing and signed to be binding. You acknowledge that the governing language for these Website Terms is English. If these Website Terms are translated into other languages, the English version shall always control.

4. **CONTACT US:** To reach us for any reason, contact:

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