

Chosen People Answers Terms of Use – Last Updated On: December 10, 2020

1. Welcome

The Chosen People Answers website and application (the “Website”) is owned and operated by Chosen People Ministries, Inc. (“CPM,” “we,” or “us.”). CPM is a nonprofit religious, educational, and charitable organization that exists to glorify God, proclaim the Gospel to the Jew first and also to the Gentile, and develop resources and programs to accomplish this task. We welcome you (“you,” “your,” or the “user”) as a reader or participant to Chosen People Answers.

2. Your Acceptance

This website – <https://www.chosenpeopleanswers.com/> -- is being made available to you free of charge under the terms and conditions stated herein (the “Terms of Use”). These Terms of Use and our Privacy Policy (collectively, this “Agreement”) contains the entire agreement between you and CPM concerning your use of the Website. CPM is not responsible or liable for services, information, or other materials displayed, purchased, or obtained as a result of any information or offer of any kind obtained in connection with the Website. By accessing or using the Website, or by using the goods, facilities or services offered in or through the Website or through the Website’s alternative methods (such as telephone, U.S. postal mail, or e-mail), you accept and agree to be bound by these Terms of Use.

CPM reserves the right to amend these Terms of Use at any time and without notice. It is your responsibility to review these Terms of Use for any changes. Such changes, modifications, additions or deletions shall be effective upon posting on the Website. Your continued use of the Website following any amendment of them will signify your assent to and acceptance of its revised terms. Your accessing, viewing, browsing or using the Website after we post changes to these Terms and Conditions constitutes your acceptance and agreement to those changes, whether or not you actually reviewed them. At the top of this page, we will notify you of the date these Terms and Conditions were last updated.

Entering the Website will constitute your acceptance of these Terms of Use. If you do not agree to the terms and conditions contained in the Terms of Use, you should not access or use the Website.

3. Use of Website and Content

All uses of the Website, including all its content (including user-generated content), trademarks, materials, information, indicia, features, functionality, platform, software (including any binary or source code), and graphic images, unless expressly stated otherwise (“Content”), are subject to restrictions articulated in these Terms of Use, the Privacy Policy, and any relevant licenses.

The Website and its Content are protected by copyright, trademark and all other laws protecting such property. The Website, including all rights, title, and interest in it, belongs to CPM or its licensors or to the public domain. Content and features are subject to change or termination without notice in the editorial discretion of CPM. Other company names, trademarks, materials, indicia, and graphic images that appear on the Website may be trademarks or intellectual property of their respective owners, and they are used on this Website with the permission of the owners. Please note that any use of the Content not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate certain laws.

The Website and its Content are provided for personal use to discuss the Gospel. No one may use the Website for any commercial purpose, or for any other purpose without our prior written consent.

The posting of user generated content (“User Content”) on the Website is solely the responsibility of each user. CPM does not assume responsibility for the accuracy of any information, ideas or opinions posted by users and is not liable for any claims, damages or losses resulting from such information, ideas, or opinions. You have sole responsibility for your User Content and the consequences of posting User Content to the Website. You represent and warrant that your User Content does not infringe the copyright, trademark, publicity/privacy right, and/or other intellectual property or proprietary rights of any third party.

By posting, uploading or otherwise sharing your User Content on the Website, you:

- grant to CPM a perpetual, non-exclusive, royalty-free, license to use the User Content for all purposes in furtherance of its purpose and mission, including but not limited to: displaying on the Website, creating derivative works based on the User Content, and/or other uses;
- permit, but not require, CPM to identify you as the provider of such User Content;
- represent and warrant that you have all necessary rights to grant the foregoing permissions; and
- grant to CPM and other users of the Website the right to access, display, view, store, and download such User Content, and post or forward such User Content to others.

You agree that CPM has no liability or responsibility for the storage or deletion of any User Content that you submit or post, or emails you send through the Website.

You acknowledge and agree that CPM may limit or terminate your access to the Website or any of its features at any time, including your ability to post or share User Content or otherwise participate in any Website features. CPM may, in its sole discretion and at any time, modify or rescind any rules or procedures related to user access and privileges, including any procedures or systems by which users gain or lose privileges to participate in Website features.

4. Refraining from Certain Activities

We happily welcome your participation in this Website. We ask you to be civil and polite and to act in good faith in your communications.

Certain activities, whether legal or illegal, may be harmful to other users and violate our rules, and some activities may also subject you to liability. Therefore, for your own protection and for that of other users, you may not engage in such activities on our sites. These activities include, without limitation:

Harassing and Abusing Others

- Engaging in harassment, bullying, threats, stalking, hate speech, antisemitism, spamming, or vandalism; and
- Transmitting chain mail, junk mail, or spam to other users.

Violating the Privacy of Others

- Infringing the privacy rights of others under the laws of the United States of America or other applicable laws (which may include the laws where you live or where you view Content);
- Soliciting personal information for purposes of harassment, exploitation, or violation of privacy; and
- Soliciting personal information from anyone under the age of 18 for an illegal purpose or violating any applicable law regarding the health or well-being of minors.

Engaging in False Statements, Impersonation, or Fraud

- Intentionally or knowingly posting content that constitutes libel or defamation;
- With the intent to deceive, posting content that is false or inaccurate;
- Attempting to impersonate another user or individual, misrepresenting your affiliation with any individual or entity, or using the username of another user with the intent to deceive; and
- Engaging in fraud.

Committing Infringement

- Infringing copyrights, trademarks, patents, or other proprietary rights under applicable law.

Misusing Our Services for Other Illegal or Obscene Purposes

- Posting child pornography or any other content (including links to content) that contains explicit or offensive descriptions or depictions of sexual matters;
- Posting or trafficking in obscene material or any other material that is unlawful under applicable law; and
- Using the services in a manner that is inconsistent with applicable law.

Engaging in Disruptive and Illegal Misuse of Facilities

- Posting or distributing content that contains any viruses, malware, worms, Trojan horses, malicious code, or other device that could harm our technical infrastructure or system or that of our users;
- Engaging in automated uses of the site that are abusive or disruptive of the services;
- Disrupting the services by placing a burden on the Website or the networks or servers connected with the Website;
- Disrupting the services by inundating the Website with communications or other traffic that suggests no serious intent to use the Website for its stated purpose;
- Knowingly accessing, tampering with, or using any of our non-public areas in our computer systems without our prior written authorization; and
- Probing, scanning, or testing the vulnerability of any of our technical systems or networks without our prior written permission.

We reserve the right to exercise our enforcement discretion with respect to the above terms, including removing or editing, without notice to you, any content that we deem to be unlawful or in violation of these Terms of Use.

5. Password Security

If you use the Website, you are solely responsible for maintaining the confidentiality of the information you submit through your Account Profile and the corresponding password and for restricting access to your computer. You should never disclose this information or the corresponding password to any third party. In addition, you agree to accept responsibility for all activities that occur under your Account Profile or password. We reserve the right to limit or refuse service, terminate accounts, and to remove or edit Content submitted by you.

6. Third-Party Websites and Resources

The Website may link you to the websites and resources of products or services of third parties. You are solely responsible for your access or use of any third-party websites or resources; CPM is not liable in any way for your access or use of such websites or resources. Unless otherwise noted, CPM does not own or control such third-party websites or resources, and are not responsible or liable for their availability, accuracy, or the related content, products, or services (including, without limitation, any viruses or other disabling features), nor do we have any obligation to monitor such third-party content. In addition, a link to any other website or resource does not imply that we endorse or accept any responsibility for the content or use of such other website or resource. Your use of any third party website or resource, as well as your use of products or services that they provide, shall be subject to the terms and conditions provided by such websites or resources.

7. Management of Websites

The need may arise to address a problematic user because of significant disturbance or dangerous or abusive behavior. In such cases, we reserve the right, but do not have the obligation to:

- Investigate your use of the service (a) to determine whether a violation of these Terms of Use, Privacy Policy, or other applicable law or policy has occurred, or (b) to comply with any applicable law, legal process, or appropriate governmental request;
- Detect, prevent, or otherwise address fraud, security, or technical issues or respond to user support requests;
- Refuse, disable, or restrict access to the contribution of any user who violates these Terms of Use;
- Ban a user from contributing or block a user's account or access for actions violating these Terms of Use;
- Take legal action against users who violate these Terms of Use (including reports to law enforcement authorities); and
- Manage otherwise the Website in a manner designed to facilitate its proper functioning and protect the rights, property, and safety of ourselves and our users, licensors, partners, and the public.

In the interests of our users and the Website, in the circumstance that any individual has had his or her account or access blocked under this provision, he or she is prohibited from creating or using another account on or seeking access to CPM, unless we provide explicit permission. CPM itself will not ban a user from contributing or block a user's account or access solely because of good

faith criticism that does not result in actions otherwise violating these Terms of Use or community policies.

8. Protecting Children's Privacy

You should be aware that this Website is not intended or designed to attract children under the age of 13. We do not knowingly collect information from children under the age of 13. Please do not allow children under the age of 13 to provide any information, including but not limited to personal information, through the Website. If we learn that a child under the age of 13 has provided information in violation of our Privacy Policy, we will delete that information as soon as practical. If you learn that a child under the age of 13 has provided information to us, please send us an email at info@chosenpeopleanswers.com so we can delete this information.

9. Termination

You can stop using our services any time. In certain circumstances, it may be necessary for us to terminate part or all of our services, terminate these Terms of Use, block your account or access, or ban you as a user. If your account or access is blocked or otherwise terminated for any reason, your User Content may remain publicly available, and, unless we notify you otherwise, you may still access our public pages for the sole purpose of reading publicly available content. In such circumstances, however, you may not be able to access your account or settings. We reserve the right to suspend or end the services at any time, with or without cause, and with or without notice. Even after your use and participation are banned, blocked or otherwise suspended, these Terms of Use will remain in effect with respect to relevant provisions.

10. Disputes, Venue, and Jurisdiction

This Agreement shall be governed by the laws of the State of New York, and, to the extent applicable, the laws of the United States of America, without respect to conflict of laws principles. Any claim or dispute between you and CPM that arises in whole or in part from CPM's services shall be decided exclusively by a court of competent jurisdiction in New York, New York. You agree to submit to the personal jurisdiction of, and agree that venue is proper in, the courts located in New York, New York, in any legal action or proceeding relating to us or these Terms of Use.

11. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE WEBSITE OR THE CONTENT SHALL BE AT YOUR OWN RISK TO THE FULLEST EXTENT ALLOWED BY LAW. THE WEBSITE AND CONTENT ARE PROVIDED ON AN "AS IS" BASIS. CPM AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE. CPM DISCLAIMS ALL WARRANTIES THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS, BE SAFE, SECURE, UNINTERRUPTED, TIMELY, ACCURATE, OR ERROR-FREE, OR THAT YOUR INFORMATION WILL BE SECURE.

WITHOUT LIMITING THE FOREGOING, NEITHER CPM NOR ITS LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH (I) THE ACCURACY OR COMPLETENESS OF THE CONTENT ON THE WEBSITE OR THE CONTENT OF ANY SITES LINKED TO THE WEBSITE; (II) ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (III) PERSONAL INJURY OR PROPERTY DAMAGE

OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE; (IV) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS OR ANY AND ALL PERSONAL INFORMATION OR FINANCIAL INFORMATION STORED THEREIN; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE THROUGH ANY THIRD PARTY, OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE BY OR THROUGH THE WEBSITE OR CPM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH US OR FROM OUR SERVICES CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

We are not responsible for the content, data, or actions of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

Any material downloaded or otherwise obtained through your use of our services is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. You agree that we have no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content or communication maintained by the service. We retain the right to create limits on use at our sole discretion at any time with or without notice.

Some states or jurisdictions do not allow the types of disclaimers in this section, so they may not apply to you either in part or in full depending on the law.

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL CPM OR ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RELATING TO, ASSOCIATED WITH, OR BASED UPON YOUR OR ANY OTHER PARTY'S USE OF THE WEBSITE INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES THAT RESULT FROM ANY: (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR OR ANY OTHER PARTY'S ACCESS AND USE OF WEBSITE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS OR ANY AND ALL PERSONAL INFORMATION OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE; (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR OR ANY OTHER PARTY'S USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CPM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL CPM BE LIABLE FOR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS WITH RESPECT TO THE INFORMATION OR THE TRANSMISSION OR DELIVERY OF ALL OR ANY PART THEREOF, FOR ANY DAMAGE ARISING FROM OR OCCASIONED THEREBY, OR FOR THE RESULTS OBTAINED FROM THE USE OF THE INFORMATION. IN NO EVENT WILL CPM BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES ARISING IN ANY WAY OUT OF THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE WEBSITE, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, OR FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES. CPM SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIALS DISPLAYED, PURCHASED, OR OBTAINED AS A RESULT OF ANY INFORMATION OR OFFER IN OR RESULTS OF ANY KIND OBTAINED IN CONNECTION WITH THE WEBSITE.

13. Hold Harmless and Indemnity

Your use of the Website and any services associated therewith is entirely at your own risk. You will hold harmless and indemnify us from and against any third-party claim arising from or in any way related to your use of the Website and any services associated therewith, including without limitation any liability or expense arising from any claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

14. International Use

The Website is controlled and operated from within the United States. CPM makes no representation that the Website is appropriate or available in locations outside the United States. If you reside outside the United States, please be aware that your information may be transferred to, stored and processed in the United States where our computer servers are located and our database is operated, and you authorize CPM to transfer any personal information that we may collect across national borders and to the United States. Those who choose to access the Website from locations outside the United States are responsible for compliance with applicable laws, including all local laws and regulations regarding online conduct and acceptable content and laws regulating the export of data from the United States or your country of residence.

15. Other Terms

These Terms of Use do not create an employment, agency, partnership, or joint venture relationship between you and CPM, regardless of the nature of your use of the Website. If you have not signed a separate agreement with us, these Terms of Use and the Privacy Policy at <https://chosenpeopleanswers.com/privacy-policy> shall constitute the entire agreement between you and CPM with respect to the use of the Website and Content. If there is any conflict between these Terms of Use and a signed written agreement between you and CPM, the signed agreement will control. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and CPM's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party.

You agree that we may provide you with notices, including those regarding changes to the Terms of Use, by email, regular mail, or postings on the Website.

You understand that, unless otherwise agreed to in writing by us, you have no expectation of compensation for any activity, contribution, or idea that you provide to us.

16. Notice and Takedown Procedures; and Copyright Agent

If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access thereto) from the Website by contacting CPM's copyright agent (identified below) and providing the following information:

- Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- Your name, address, telephone number and (if available) e-mail address.
- A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
- A signature or the electronic equivalent from the copyright holder or authorized representative.

CPM's agent for copyright issues relating to the Website is as follows:

By mail:

Chosen People Ministries, Inc.
241 East 51st Street
New York, NY 10022

By phone:

212-223-2252

By e-mail:

info@chosenpeopleanswers.com