# Terms of Use Conditions & Sales

EFFECTIVE AS OF (last update): Tuesday, July 3, 2018

# Welcome

To the "Pentecostal Holiness Tabernacle, Inc, - The Prophetic Word Online Ministry", Terms of Use, Conditions & Sales. Herein we will explain our position as the provider of Biblical Materials, products and services, as user of this website, (visitor or purchaser) you agree to and accept these "Terms of Use, Terms of Conditions & Terms of Sales" as stated herein. Our biblical materials, products and services are designed to offer the public the teachings and preaching of the Gospel of Jesus Christ and the Word of God, including, but not limited to: biblical materials, bible reference study materials, sermons, evangelistically materials, and prophetic messages of Dennis Lee Brown and other associate ministers of the Gospel.

# I. Background

The website "The Prophetic Word", at <u>https://artistdennisleebro.wixsite.com/thepropheticword</u> connected to The Prophetic Words Blogger at Domain: <u>www.thepropheticwordsblogger.com</u> (the "Website") is owned and operated by "Pentecostal Holiness Tabernacle, Inc, - The Prophetic Word Online Ministry (herein known as the "Company", "Us" or "We") do hereby set forth this "Terms of Use, Terms of Conditions & Terms of Sales"

(The "Terms of Sale") of the Website is entered into between the Company and any visitor, buyer or registrant of the Website (referred to as "You", "Yourself" or "Buyer"). The Terms of Sale provide the manner in which the Company offers all art products, and services to you. When you place an order on the Website also "Terms of Use, Terms of Conditions & Terms of Sales" applies to every transaction.

We urge and recommend You to fully read and familiarize Yourself with the Terms of Use Conditions & Sale, as the Company may in its sole discretion make changes to the same without notification. Your use/access of the Website signifies your consent to the Terms of Use Conditions & Sale and other policies of the Company as may be applicable. If any of the terms or conditions herein shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be severable and shall not affect the validity and enforceability of any remaining terms or conditions.

Your access to and use of the website is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the website.

By accessing or using the website, you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the website or use any of its' services.

## **II. Biblical Materials**

You may purchase the products and services of the Website, as described on the Website, in accordance with the payment terms hereunder. Based on the availability of the biblical material, the same shall be shipped and delivered to You in accordance with Company's policies as soon as possible.

## **III. Descriptions of the Biblical Materials**

The Company shall describe the biblical material(s) products and services as accurate as possible. Further, the Company attempts to describe the biblical material offered on the Website as accurately as possible. Although we strive to be as accurate as humanly possible, typo and advertising errors are possible. The Company does not warrant that the biblical material descriptions or other contents of the Website are 100% accurate, complete, reliable, current or error-free. Your sole recourse for any issue with the biblical material delivered to you and the description on the Website will speedily be resolved, please refer these issues to <u>thepropheticwordsaithgod@gmail.com</u>. Please include in writing the descriptive error and "we" the Company shall fix the matter to your satisfaction.

## IV. Cancellation of Your Order on the Website

The Company reserves the right to accept or cancel Your order at any time. In the event of a cancellation prior to the biblical material being shipped and/or received by You and where the payment has been received by the Company, the Company shall refund the money paid by You using the same mode of payment that was used by You for ordering the biblical material on the Website. See our "Payment – Shipping & Returns Policy".

You may also place a request to cancel the ordered biblical material if You are not satisfied with the purchase of the biblical material from the Website. Such cancellation can only take place within seven (7) days from the date of the biblical material was delivered to Your order destination. Any attempt to return the biblical material thereafter shall not be entertained by the Company. The Company will NOT take any action Further, all returns shall only be accepted by the Company if

a) The biblical material and frame are returned in the original condition, without any damage whatsoever it was received,

b) Any bills and labels or return forms are retained on the biblical material(s), if any,

c) The biblical material is returned in its original, undamaged and unmodified form along with proof of purchase (shipped order form listing the biblical material)

d) In the event that any one or more of the aforementioned criteria are not met, the Company reserves the right to reject the cancellation request and to retain the payment towards the.

Upon receipt of the returned biblical material, the Company shall have, in its sole discretion, the right to decide whether the biblical material is eligible for return/refund based upon the above noted return conditions. If the Company determines that is a refund may be processed, that it will refund the money paid by you using the same mode of payment that was used by you for ordering the biblical material on the Website.

#### V. Payments

You may purchase the biblical material you may purchase the biblical material that are listed on the Website. Indicative pricing may be available on the Website; however, actual prices for biblical material will be confirmed only once You place an order on the Website. You acknowledge that prices do not include shipping and handling charges or applicable taxes (defined below), if any, for which You are responsible and that will be separately identified on your receipt, when You place an order on the Website. Your sole recourse is cancellation of your order in cases where You find that the prices stated to You are higher than You expected or listed on the Website.

#### VI. Taxes

You acknowledge that the Company will apply taxes and fees to the amounts charged for the biblical material(s) product and or biblical material(s and/or) services, as a separate charge, when required or when allowed to do so under the applicable law. Each party will be responsible for complying with any and all obligations imposed on it under applicable law with respect to the collection and payment of any taxes. Each party will cooperate you acknowledge that the Company will add taxes to the amounts charged, as a separate charge, when required or when allowed to do so under the applicable law. Each party will be responsible for complying with any and all obligations imposed on it under applicable law. Each party will be responsible for complying with any and all obligations imposed on it under

Each party will cooperate with the other party, and furnish the other party with any customary written documentation or forms required under applicable law to enable the other party to comply with such obligations or to exercise any rights available under applicable law to minimize or to qualify for an exemption from any such obligations.

#### **VII. Disclaimer**

Though it is our creed to strive for perfection, and professionalism is our quality, the Company makes no warranty regarding the quality of any works, services, content or biblical material purchased or obtained through the Website or the accuracy, timeliness, completeness, or reliability of any content obtained through the Website or purchase of the biblical material(s), products and/or services.

#### **IX. Applicable Law**

These Terms of Sale are governed by and construed in accordance with the laws of State of North Carolina without reference to its conflicts of laws rules. You agree, as "We" do, to submit to the exclusive jurisdiction of the courts located in Grandville, County, North Carolina to settle any dispute between Us in relation to our biblical material or services.