

Mobile Terms & Conditions

Discovering The Jewish Jesus

(“DiscoveringTheJewishJesus.com”) Mobile

Communications Terms and Conditions (“Mobile Terms”)

Effective as of: November 15, 2019

A. Binding agreement

Through its website and via additional means, Shalom Ministries International, Inc. dba Discovering The Jewish Jesus (“Discovering The Jewish Jesus” or “us”), provides any individual in the United States (“you”) with the option to receive information and marketing materials related to Discovering The Jewish Jesus products and services via calls or messages to your mobile device. The phone number used will be the same one that you provide to Discovering The Jewish Jesus (“mobile communications”). By signing up to receive mobile communications from Discovering The Jewish Jesus, you agree to be bound by these Mobile Terms. You represent and warrant that you have the legal authority and capacity to enter into an agreement with us and that you are a resident of the United States.

IF YOU SIGN UP TO RECEIVE MOBILE COMMUNICATIONS FROM DISCOVERING THE JEWISH JESUS, THESE TERMS AND CONDITIONS WILL BECOME PART OF A LEGALLY BINDING AGREEMENT BETWEEN YOU AND DISCOVERING THE JEWISH JESUS. PLEASE READ THIS DOCUMENT IN ITS ENTIRETY BEFORE SIGNING UP TO RECEIVE MOBILE COMMUNICATIONS. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT, TO HAVE A JURY HEAR YOUR CLAIMS, OR TO PROCEED ON BEHALF OF OR AS PART OF A CLASS.

Consent is not a condition of receiving any Discovering The Jewish Jesus products or services aside from receiving mobile communications. Discovering The Jewish Jesus, however, agrees to provide you with mobile communications **ONLY** if you agree to the terms contained in this document. If you do not wish to agree to these terms, but wish to contact Discovering The Jewish Jesus about its products and services, please give us a call us at (517) 920-4878.

Your agreement to receive mobile communications from Discovering The Jewish Jesus does not affect the terms of any other contract or agreement you have related to other Discovering The Jewish Jesus products or services.

The mobile communications are available to you for your personal, non-commercial use only. Except as otherwise expressly provided in these Mobile Terms, you may not copy, distribute, publish, transmit, modify, publicly display or perform, create derivative works of or otherwise exploit any part of the mobile communications.

B. Mobile communications means and content

You are providing prior express written consent for Discovering The Jewish Jesus to send you mobile communications at the number you provide to us by signing up to receive mobile communications from Discovering The Jewish Jesus. These communications may contain marketing or advertising material. Donation links may also be included in communications.

Discovering The Jewish Jesus may also send mobile communications to you directly or through a third party acting on behalf of Discovering The Jewish Jesus. In doing so, Discovering The Jewish Jesus, or a third party acting on its behalf, may use non-automated or automated means to send mobile communications. These include, but not limited to, equipment that qualifies as an automated telephone dialing system.

By consenting to the agreement, you also agree not to respond to any Discovering The Jewish Jesus mobile communication in any way that is unlawful or abusive, or in any way that disrupts or damages Discovering The Jewish Jesus's property or systems. You understand that text messages and other communications you send in response to Discovering The Jewish Jesus mobile communications may not be secure and may be intercepted or accessed by unauthorized third parties during transit.

C. Charges

Discovering The Jewish Jesus will not impose any charges on you when it sends mobile communications. However, please keep in mind that your mobile device service provider may charge messaging or data fees. It may also charge rates associated with mobile communications you receive from or send to Discovering The Jewish Jesus. You are solely responsible for any such charges and hereby release Discovering The Jewish Jesus from any liability associated with such charges.

You understand that wireless or network service may not be available in all areas at all times and may be affected by product, software, coverage or service changes made by your service provider or otherwise. Discovering The Jewish Jesus makes no warranties or representations that a mobile communication sent to you will actually be received by you.

D. Accuracy of number

You represent and confirm that you are the authorized mobile telephone subscriber for the number you provide to Discovering The Jewish Jesus. You have confirmed that you have provided us with the correct number. You agree not to provide us with the phone number of any other person or attempt to, or actually, enroll another person in mobile messaging from Discovering The Jewish Jesus. You hereby agree to indemnify and hold us harmless from any costs, damages, liabilities, or losses (including attorneys' fees and court costs) that we may incur or suffer due to your breach of the foregoing sentence.

E. Cancellation

You may revoke your consent to receive mobile communications from Discovering The Jewish Jesus at any time and for any reason. If you wish to stop receiving communications from us, you may text "STOP" at any time in reply to any Discovering The Jewish Jesus mobile communication. You can also send an e-mail to dataprotection@DiscoveringTheJewishJesus.com clearly indicating that you do not wish to receive additional mobile communications from us. It may take us up to three (3) business days to process your request for revocation.

In its sole discretion, Discovering The Jewish Jesus may choose to honor or disregard revocation requests made through means not specifically described herein.

You agree to notify Discovering The Jewish Jesus immediately by e-mail (hello@DiscoveringTheJewishJesus.com or dataprotection@DiscoveringTheJewishJesus.com) if you cancel your subscription to, or change, the number you provided to us, or if you change your domicile to a location outside of the United States . Discovering The Jewish Jesus will terminate your subscription to mobile alerts within a reasonable period of time upon receipt of any such notice.

Upon its own election, Discovering The Jewish Jesus may choose to terminate your participation in its mobile communications program at any time and for any reason, in its sole discretion.

You agree not to terminate, or attempt to terminate, consent to receive mobile communication given by any other person. You hereby agree to indemnify and hold us harmless from any costs, damages, liabilities, or losses (including attorneys' fees and court costs) that we may incur or suffer due to your breach of the foregoing sentence.

F. Disputes Any dispute, controversy, or claim arising out of or relating to these Mobile Terms, the breach thereof, or mobile communications sent by or on behalf of Discovering The Jewish Jesus, including the suitability of your or Discovering The Jewish Jesus's claim for arbitration, shall be settled by arbitration administered in Michigan by the American Arbitration Association under its Commercial Arbitration Rules. If an arbitrator's award is granted, it is binding, and may be entered in any court of competent jurisdiction.

Regardless of any statute or law to the contrary, notice on any claim arising from or related to these Mobile Terms must be made within one (1) year after such claim arose or be forever barred.

No arbitration brought under, or with respect to, this Section is to be joined to an arbitration involving any other party subject to these Mobile Terms, whether through class arbitration proceedings or otherwise. Unless Discovering The Jewish Jesus and you mutually agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, private attorney general, or class proceeding.

The arbitrator may award money or equitable relief in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Monetary relief shall be awarded only for direct damages. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, IN NO EVENT SHALL DISCOVERING THE JEWISH JESUS OR ITS AGENTS OR ANYONE INVOLVED IN CREATING OR PROVIDING THE MOBILE COMMUNICATIONS (A) BE LIABLE TO YOU WITH RESPECT TO YOUR CONSENT TO RECEIVE, AND RECEIPT OF, MOBILE COMMUNICATIONS FROM US; AND/OR (B) BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS, THEFT OR CORRUPTION OF YOUR INFORMATION, THE INABILITY TO RECEIVE MOBILE COMMUNICATIONS, OR DEVICE FAILURE OR MALFUNCTION.

Any arbitration award and any judgment confirming shall not have any precedential effect and may not be used in any other case except to enforce the award itself. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless requested to do so by all parties.

For arbitration claims you assert against Discovering The Jewish Jesus in accordance with this section (but not for any arbitration claim against you) and for which you are ultimately successful, Discovering The Jewish Jesus will pay your reasonable administrative, hearing, and arbitrator's fees and costs for the arbitration (but not the fees, expenses, and costs of your lawyers, experts, or witnesses) in excess of any filing fee you would have been required to pay to file the claim as a lawsuit in a state or federal court (whichever is greater) in the judicial district in which you reside. Discovering The Jewish Jesus will pay its own, and you will pay your own, lawyers', experts', and witnesses' fees, expenses, and costs with respect to all claims.

Before you seek arbitration, you must first send to Discovering The Jewish Jesus a written Notice of Dispute ("Notice"). The Notice must be sent by certified mail to Discovering The Jewish Jesus, P.O. Box 777, Blissfield, MI 49228. The Notice should describe the nature and basis of your claim, or dispute and the specific relief you seek. If you and Discovering The Jewish Jesus cannot reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Discovering The Jewish Jesus may commence arbitration.

Discovering The Jewish Jesus and you agree that any dispute will be submitted to arbitration on an individual basis only. NEITHER DISCOVERING THE JEWISH JESUS NOR YOU ARE ENTITLED TO ARBITRATE ANY DISPUTE AS A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY ACTION AND THE ARBITRATOR(S) WILL HAVE NO AUTHORITY TO PROCEED ON A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL BASIS. If any provision of these arbitration provisions is found to be unenforceable, the unenforceable provision(s) will be severed and the remaining arbitration terms will be enforced. NOTWITHSTANDING THE FOREGOING, IN NO CASE WILL THERE BE A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ARBITRATION. For purposes of this section, these Mobile Terms and related transactions will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

G. Modification

Discovering The Jewish Jesus may modify or revise these Mobile Terms at any time by posting revisions on the DiscoveringTheJewishJesus.com website. If you do not opt-out of receiving additional messages as provided herein after changes to these Mobile Terms, you agree to be bound by the modified or revised Mobile Terms.

You may not modify these Mobile Terms without the express written consent from Discovering The Jewish Jesus, which consent may be unreasonably withheld, conditioned, and/or delayed.

H. Disclaimer of warranties

DISCOVERING THE JEWISH JESUS IS PROVIDING THE MOBILE COMMUNICATIONS TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED. YOU ARE RECEIVING THE MOBILE COMMUNICATIONS AT YOUR OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, DISCOVERING THE JEWISH JESUS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE MOBILE COMMUNICATIONS ARE RELIABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT, FREE OF DEFECTS, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR IN COMPLIANCE WITH APPLICABLE LAWS.

I. Governing Law

These Mobile Terms shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law provisions.

J. Severability

If, for any reason, a court or arbitrator of competent jurisdiction finds any provision, or portion thereof, of these Mobile Terms unenforceable, that provision shall be enforced to the maximum extent permissible, and the remainder of these Mobile Terms shall remain in full force and effect.

K. Survival

Sections H through K shall survive any termination of these Mobile Terms.

L. Children's Online Privacy

Discovering The Jewish Jesus strongly believes in the importance of protecting the privacy of children. Discovering The Jewish Jesus will not knowingly collect any personally identifiable information from children under eighteen (18) years of age. When you disclose your information to us, you are representing to Discovering The Jewish Jesus that you are at least eighteen (18) years of age.

If a child under eighteen (18) years of age has provided Discovering The Jewish Jesus with personally identifiable information, Discovering The Jewish Jesus requests that a parent or guardian e-mail Discovering The Jewish Jesus at dataprotection@DiscoveringTheJewishJesus.com, and Discovering The Jewish Jesus will delete the child's information from its records and cease any and all mobile communications to such child.

M. Notice to California Residents

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information: The provider of the mobile communications is Shalom Ministries International, Inc. dba Discovering The Jewish Jesus, P.O. Box 777, Blissfield, MI 49228.

To file a complaint regarding the mobile communications or to receive further information regarding the mobile communications, send a letter to the above address or contact Discovering The Jewish Jesus via e-mail with "California Resident Request" in the subject line. You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

N. General Provisions

No delay or failure on the part of Discovering The Jewish Jesus to enforce any part of these Mobile Terms will constitute a waiver of any of Discovering The Jewish Jesus rights under these Mobile Terms whether for past or future actions on the part of any person. Neither the transmission of any mobile communications by Discovering The Jewish Jesus nor the reliance of any person on Discovering The Jewish Jesus actions will be deemed to constitute a waiver of any part of these Mobile Terms. Only a specific, written waiver signed by an authorized representative of Discovering The Jewish Jesus will have any legal effect whatsoever. These Mobile Terms will inure to the benefit of and will be binding upon each party's successors and assigns. These Mobile Terms and the rights granted hereunder may be assigned by Discovering The Jewish Jesus but you may not assign them without the prior express

written consent of Discovering The Jewish Jesus. The headings and captions contained herein are for convenience only.

O. Indemnification

You agree to indemnify and hold harmless Discovering The Jewish Jesus, including its agents, affiliates, employees, contractors, members, directors, and officers, and anyone involved in creating or providing the mobile communications, from and against any and all claims or causes of action, liabilities, damages, costs, fines, penalties, and expenses (including attorneys' fees and court costs) occurring from or related to the your use or misuse of the mobile communications, violation of these Mobile Terms, or violations of any rights of a third party, or any allegation thereof. Discovering The Jewish Jesus reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

P. Reservation of Rights

All rights not expressly granted herein are reserved by Shalom Ministries International, Inc. dba Discovering The Jewish Jesus.