

Terms of Service

The terms of service that governs the relationship between RHEMA COUNSELING ASSOCIATES, a Texas corporation, (“RCA”) and Users and others who interact with the RCA.

By using or accessing the RCA website, User agrees to this Statement, as updated from time to time in accordance with provisions below.

RCA may ask User to review and accept supplemental terms that apply to User or Users of RCA website, materials, devotionals. To the extent those supplemental terms conflict with the Terms of Service, the supplemental terms govern with respect to User’s use of the RCA’s products, devotionals or materials to the extent of the conflict.

Privacy

The User’s privacy is very important to us. Be aware that the accounts with RCA may be used to facilitate purchasing and to enable access to exclusive content/downloads. RCA may collect enough information to facilitate purchases but will not store User’s financial information (e.g. credit card numbers) and RCA is not responsible for damages or loss of business due to the site being unavailable.

Sharing User Content and Information

User’s own all of the content and information provided to RCA and RCA will honor User’s privacy and does not allow sharing or disclosure of User’s identity or information. Users may be able to create accounts, but Users cannot share credentials or User id’s, and Users are responsible for

1. When User deletes IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, User understands that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
2. Improper use of the RCA’s products or services.

Safety

RCA does its best to keep the RCA site safe, but RCA cannot guarantee it. Users have the following commitments: (a) User will not upload viruses or other malicious code; (b) User will not solicit login information or access an account belonging to another User; (c) Users will not use RCA devotionals, materials, or applications to do anything unlawful, misleading, malicious, or discriminatory.

Registration and Account Security

Users will not create an account without payment and proper registration. Users will keep the Users’ contact information accurate and up-to-date. Users will not share their account information or do anything else that might jeopardize the security of the Users’ account.

Payments

Users agree to RCA payment terms unless it is stated that other terms apply.

Special Provisions Applicable to Software

When the User downloads or uses RCA software, an app, or a browser plugin, User agrees that from time to time, the software may download and install upgrades, updates and additional features from us in order to improve, enhance, and further develop the software.

Users will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from RCA or its products, devotionals, or materials.

Amendments

RCA may make changes to these terms and give User the opportunity to review the revised terms related to use our Product, devotionals, or materials. Information on the site is subject to change without notice.

Termination

If Users violate the Terms of Service, RCA may terminate the contract without prior notice.

Disputes

3. User will resolve any claim, cause of action or dispute (claim) Users have with the RCA arising out of or relating to the RCA exclusively in the U.S. District Court for the Northern District of Texas or a state court located in Tarrant County, Texas; and User agrees to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of Texas will govern the terms of Service, as well as any claim that might arise between the parties, without regard to conflict of law provisions.
4. THE RCA WILL TRY TO KEEP ITS PRODUCTS, BUG-FREE, AND SAFE, BUT USERS WILL USE IT AT USERS' OWN RISK. THE RCA IS PROVIDING IT'S PRODUCTS AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE RCA WEBSITE WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT THE RCA SITE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. THE RCA IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES WHETHER LINKED TO THE RCA SITE OR NOT, AND USER RELEASES THE RCA, ITS DIRECTORS, OFFICERS, INDEPENDENT CONTRACTORS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM USER HAVE AGAINST ANY SUCH THIRD PARTIES. IF USER IS A CALIFORNIA RESIDENT, USER WAIVES CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. THE RCA WILL NOT BE LIABLE TO THE USER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE TERMS OF SERVICE OR FACEBOOK, EVEN IF THE RCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE RCA'S

AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT SHALL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT THE USER HAS PAID THE RCA IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE USER IN SUCH CASES, THE RCA'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

2. **Other**

1. These Terms of Service make up the entire agreement between the parties regarding the RCA and its Products devotionals or materials, and supersedes any prior agreements.
2. If any portion of these Terms of Service are found to be unenforceable, the remaining portion will remain in full force and effect.
3. If the RCA fails to enforce any of these Terms of Service, it will not be considered a waiver.
4. User will not transfer any of User's rights or obligations under the Terms of Service to anyone else without written consent of the RCA.
5. The Terms of Service do not confer any third party beneficiary rights.
6. The RCA reserves all rights not expressly granted to the User.