

TERMS OF USE

Last updated 8/17/2020

AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and First Baptist Church of Highland Park, Inc. (FBHP) (“we”, “us”, or “our”), concerning your access to and use of the www.fbhp.org website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). The Site provides an online store for goods, products, and/or services to educate and promote believers in their Faith. In order to help make the Site a secure environment for the purchase and sale of store offerings, all users are required to accept and comply with these Terms of Use. You agree that by accessing the Site and/or the store offerings, you have read, understood, and agree to be bound by all of these Terms of Use. **IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND/ OR THE STORE OFFERINGS AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site and the E-Store Offerings are our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text,

photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site or the E-Store Offerings and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

CLAIMS OF INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

FBHP will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, FBHP may disable and/or terminate the accounts of any user who violates our Terms and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- c) A description of the location of the site which you allege has been infringing upon your work;
- d) Your physical address, telephone number, and email address;
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

Notice of claims of copyright or other intellectual property infringement can be sent to us as follows:

First Baptist Church of Highland Park. Inc.
Attn: Copyright Agent
6801 Sheriff Rd
Hyattsville, Maryland 20785
Telephone: 301-773-6655
Fax: (301) 773-1347
Email: Churchoffice@fbhp.org

USER REPRESENTATIONS

By using the Site or the E-Store Offerings, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms of Use; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Site or the E-Store Offerings through automated or non-human means, whether through a bot, script or otherwise; (4) you will not use the Site for any illegal or unauthorized purpose; and (5) your use of the Site or the E-Store Offerings will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

You may not use the Site or the E-Store Offerings for any illegal or unauthorized purpose nor may you, in the use of E-Store Offerings, violate any laws. Among unauthorized E-Store Offerings are the following: intoxicants of any sort; illegal drugs or other illegal products; alcoholic beverages; games of chance; and pornography or graphic adult content, images, or other adult products. Postings of any unauthorized products or content may result in immediate termination of your account and a lifetime ban from use of the Site.

We are a service provider and make no representations as to the safety, effectiveness, adequacy, accuracy, availability, prices, ratings, reviews, or legality of any of the information contained on the Site or the E-Store Offerings displayed or offered through the Site. You understand and agree that the content of the Site does not contain or constitute representations to be reasonably relied upon, and you agree to hold us harmless from any errors, omissions, or misrepresentations contained within the Site's content. We do not endorse or recommend any E-Store Offerings and the Site is provided for informational and advertising purposes only.

E-STORE OFFERINGS

We make every effort to display as accurately as possible the colors, features, specifications, and details of the e-store offerings available on the Site. However, we do not guarantee that the colors, features, specifications, and details will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products. All E-Store Offerings are subject to availability, and we cannot guarantee that any Offerings will be in stock. Certain E-Store Offerings may be available exclusively online through the Site. Such Offerings may have limited quantities and are subject to return or exchange only according to our Return Policy.

We reserve the right to limit the quantities of the E-Store Offerings available on the Site. All descriptions or pricing of the E-Store Offerings are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any E-Store Offerings at any time for any reason. We do not warrant that the quality of any of the E-Store Offerings purchased by you will meet your expectations or that any errors in the Site will be corrected.

PURCHASES AND PAYMENT

We accept the following forms of payment: MasterCard, Visa, Discover, and American Express. We do not accept any form of check or gift card at this time.

You agree to provide current, complete, and accurate purchase and account information for all purchases of the E-Store Offerings made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in US dollars.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Site. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

USER GENERATED CONTRIBUTIONS

We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Site Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your

Contributions in any manner contemplated by the Site and these Terms of Use.

3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site or the E-Store Offerings in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site and the E-Store Offerings.

SUBMISSIONS

FBHP does not claim ownership of the materials you provide to us (including feedback and suggestions) or post, upload, input or submit to any FBHP Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting FBHP, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. FBHP is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in FBHP's sole discretion. You hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms

of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and the E-Store Offerings.

TERMS AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE AND THE E-STORE OFFERINGS (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE AND THE E-STORE OFFERINGS OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

IF WE TERMINATE OR SUSPEND YOUR ACCOUNT FOR ANY REASON, YOU ARE PROHIBITED FROM REGISTERING AND CREATING A NEW ACCOUNT UNDER YOUR NAME, A FAKE OR BORROWED NAME, OR THE NAME OF ANY THIRD PARTY, EVEN IF YOU MAY BE ACTING ON BEHALF OF THE THIRD PARTY. IN ADDITION TO TERMINATING OR SUSPENDING YOUR ACCOUNT, WE RESERVE THE RIGHT TO TAKE APPROPRIATE LEGAL ACTION, INCLUDING WITHOUT LIMITATION, PURSUING CIVIL, CRIMINAL, AND INJUNCTIVE REDRESS.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the E-Store Offerings without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site or the E-Store Offerings.

We cannot guarantee the Site and the E-Store Offerings will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site or the E-Store Offerings at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or the E-Store Offerings during any downtime or discontinuance of the Site or the E-Store Offerings. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or the E-Store Offerings or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These terms shall be governed by and defined following the laws of the State of Maryland. FBHP and you irrevocably consent that the courts of Maryland shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these terms.

DISPUTE RESOLUTION

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute informally before initiating formal legal action. Such informal negotiations commence upon written notice from one Party to the other Party.

If we are unable to resolve the dispute within a reasonable time (not to exceed ninety (90) days), then either of us may submit the controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then either of us shall be free to pursue any right or remedy available under applicable law.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the E-Store Offerings, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

DISCLAIMER

THE SITE AND THE E-STORE OFFERINGS ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND THE E-STORE OFFERINGS AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE OR THE E-STORE OFFERINGS, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR

THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE OR THE E-STORE OFFERINGS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS, INCLUDING OUR SUBSIDIARIES, AFFILIATES, AND ALL OF OUR RESPECTIVE OFFICERS, AGENTS, PARTNERS, AND EMPLOYEES, FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, CLAIM, OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF: (1) USE OF THE E-STORE OFFERINGS; (2) BREACH OF THESE TERMS OF USE; (3) ANY BREACH OF YOUR REPRESENTATIONS AND WARRANTIES SET FORTH IN THESE TERMS OF USE; (4) YOUR VIOLATION OF THE RIGHTS OF A THIRD PARTY, INCLUDING BUT NOT LIMITED TO INTELLECTUAL PROPERTY RIGHTS; OR (5) ANY OVERT HARMFUL ACT TOWARD ANY OTHER USER OF THE SITE OR THE E-STORE OFFERINGS WITH WHOM YOU CONNECTED VIA THE SITE. NOTWITHSTANDING THE FOREGOING, WE RESERVE THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY US, AND YOU AGREE TO COOPERATE, AT YOUR EXPENSE, WITH OUR DEFENSE OF SUCH CLAIMS. WE WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION, OR PROCEEDING WHICH IS SUBJECT TO THIS INDEMNIFICATION UPON BECOMING AWARE OF IT.

USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the E-Store Offerings, as well as data relating to your use of the E-Store Offerings. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the E-Store Offerings. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, & SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.** You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

RETURN POLICY

If you are not completely satisfied with your E- Store purchase for any reason, you may return it to us for a full refund or an exchange. Please see below for more information on our return policy.

RETURNS

All returns must be postmarked within seven (7) days of the purchase date. All returned items must be in new and unused condition, with all original tags and labels attached.

RETURN PROCESS

To return an item, please email customer service at bookstore_manager@fbhp.org to obtain a Return Merchandise Authorization (RMA) number. After receiving an RMA number, place the item securely in its original packaging and include your proof of purchase, and mail your return to the following address:

FBHP Bookstore Attn: Returns RMA #
6801 Sheriff Rd.
Landover (Hyattsville), MD 20785 United States

Please note, you will be responsible for all return shipping charges. We strongly recommend

that you use a trackable method to mail your return.

REFUNDS

After receiving your return and inspecting the condition of your item, we will process your return or exchange. Please allow at least seven (7) days from the receipt of your item to process your return or exchange. We will notify you by email when your return has been processed.

EXCEPTIONS

The following items cannot be returned or exchanged:

- Face Masks

For defective or damaged products, please contact us at the customer service number below to arrange a refund or exchange.

COMPLIANCE WITH EXPORT/IMPORT LAWS

Due to the global nature of the internet, through the use of our network you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable content. Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, the Export Administration Regulations (http://www.access.gpo.gov/bis/ear/ear_data.html), as well as the sanctions control program of the United States (<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>). Furthermore, you state and pledge that you:

- a) are not on the list of prohibited individuals which may be identified on any government export exclusion report (<http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>) nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;
- b) agree not to transfer any software, technology or any other technical data through the use of our network Services to any export-prohibited country;
- c) agree not to use our website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws; and
- d) agree not to post, transfer nor upload any software, technology or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.

RISK OF LOSS

The risk of loss for and title to all products purchased by you through the use of this website passes to you upon our delivery to the carrier.

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the E-Store Offerings constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the E-Store Offerings. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

WEBSITE DISCLAIMER

The information provided by FBHP (“we,” “us” or “our”) on www.fbhp.org is for general informational purposes only. All information on the Site is provided in good faith, however we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information on the Site. UNDER NO CIRCUMSTANCE SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SITE OR RELIANCE ON ANY INFORMATION PROVIDED ON THE SITE. YOUR USE OF THE SITE AND YOUR RELIANCE ON ANY INFORMATION ON THE SITE IS SOLELY AT YOUR OWN RISK.

CONTACT US

If you have any questions concerning these terms of use and/or, in order to resolve a complaint regarding the Site or the E-Store Offerings or to receive further information regarding use of the Site or the Marketplace Offerings, please contact us at: Churchoffice@fbhp.org or call (301) 773-6655.