

TERMS AND CONDITIONS

Welcome to the Fusion Global Inc. Website and Store ("Site"). These Terms of Use ("Terms") sets forth the agreement between Fusion Global Inc., its parent, subsidiaries and other affiliated companies (collectively, "Fusion" or "we") and each user ("you" or "user") governing the use by you of this Site. Please read these Terms carefully before using this Site. By using this Site, you agree to be bound by these Terms. If you do not agree to the terms and conditions contained herein, you may not access or otherwise use this Site.

These Terms may change from time to time. We will notify you of any material changes to these Terms by posting a notice on the homepage of the Site for a reasonable period of time after such changes are made that these Terms have been updated, and by changing the "Last Updated" date at the top of this webpage. We encourage you to check this page periodically for any changes. Your continued use of the Site following the posting of changes to these terms will mean you accept those changes.

In addition, when using particular services or features or making purchases or donations on the Site, you shall be subject to any posted guidelines or policies applicable to such services, features or purchases that may be posted from time to time. All such guidelines or policies are hereby incorporated by reference into these Terms.

Your Privacy

We value your privacy. We encourage you to read our Privacy Policy. It explains how you can use the Site to share information with others. It also describes how we may collect and use your Information.

Your Conduct

We grant you a non-exclusive, non-transferable, limited right to access, use, and display this Site, provided that you comply fully with these Terms of Use.

Registration

You agree you will not provide any false personal information on the Site, or create an account for anyone other than yourself without permission. You also agree that you will keep your contact information accurate and up-to-date.

You warrant that you will comply with all applicable laws.

You agree you will not use the Site if you are under the age of 13. Children under the age of 18 are permitted to visit the Site provided they adhere to all the conditions set forth in these Terms of Use and obtain parental consent. We will terminate any accounts created by people under the age of 13. If we believe you have permitted a child under age 13 to publish information or post

content in violation of these Terms of Use, we reserve the right to delete the information and terminate your account and your access to the Site.

If you are under age 13, please do not attempt to register on the Site or provide any personal information about yourself to us. If we discover that a child under age 13 has provided us with personal information, we will use reasonable efforts to delete this information as quickly as possible. We reserve the right to delete the profile and terminate the account of any person we believe is under age 13 or of any person who permits a child under age 13 to publish information or post content under that person's access. If you believe that we might have any information from a child under age 13, please contact us at info@fusionglobal.org.

We strongly recommend that minors 13 years of age or older ask their parents for permission before sending any information about themselves to anyone over the Internet. We encourage parents to teach their children about safe Internet use practices.

You agree you will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account. You also agree you will not transfer your account to anyone.

Termination

If you violate these Terms of Use, we may cease providing all or part of the Site to you. You may also delete your account at any time. In all such cases, these Terms of Use shall terminate, but this section and the sections below will still apply.

Intellectual Property Rights

The content of this Site, including, without limitation, the text, graphics, scripts, sound recordings, video recordings, music, interactive features, and the trademarks, service marks and logos contained herein are owned by Fusion or licensed by us and are subject to intellectual property laws of the United States and foreign jurisdictions and international conventions. You agree that you will not use our copyrighted materials, trademarks or any confusingly similar marks without our express written permission.

Except as expressly authorized by these Terms or on the Site, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works or otherwise use any of the aforementioned materials in any form or by any means, without our prior written authorization.

The material and content accessible from this Site, and any other Site owned, operated, licensed, or otherwise controlled by Fusion is the proprietary information of Fusion or the party that provided or licensed the content to us. Accordingly, the content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of

Fusion, except that you may print out a copy of the content solely for your personal, noncommercial use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the content.

Correction of Errors and Inaccuracies:

The information on the site may contain typographical errors or inaccuracies and may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time with or without prior notice (including after you have submitted your order). Please note that such errors, inaccuracies or omissions may relate to product description, pricing, product availability, or otherwise.

Colors:

We have made efforts to display accurately the colors of products that appear on our Site. However, as the actual colors you see will depend on your monitor and/or other technological circumstance, we cannot and do not guarantee that your monitor's display of any color will be accurate.

Optional Tools:

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools, "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms.

Third Party Links:

Certain content, products and services available via our Site may include materials from third-parties. Third-party links on this Site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the

third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Communication Services:

The Site may contain forums, bulletin board services, chat areas, message boards, news groups, communities, calendars, and/or other message or communication facilities designed to allow you to communicate with the internet community or with a group (collectively, "Communications Services"). You agree to use the Communication Services only to post, send and receive messages and content that is proper and related to the particular communication service.

Among other actions, you agree that you will not post, send, submit, publish, or transmit in connection with this Site any material that:

- you do not have the right to post, including proprietary material of any third party, such as files containing software or other material protected by intellectual property laws (or by rights of privacy or publicity);
- advocates illegal activity or discusses an intent to commit an illegal act;
- is vulgar, obscene, pornographic, or indecent;
- does not pertain directly to this Web site;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- seeks to exploit or harm children by exposing them to inappropriate content;
- harvests or otherwise collects information about others, including e-mail addresses, without their consent;
- violates any law or may be considered to violate any law;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- falsifies or deletes any author attributions, legal or other proper notices or proprietary designations; or
- violates Fusion's Statement of Faith and religious beliefs.

We reserve the right to:

- monitor use of this Site to determine compliance with the Terms, as well as the right to remove or refuse any information for any reason;
- terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever;
- disclose any information as necessary to satisfy any applicable law, regulations, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at its sole discretion.

Donations:

We will use your donation at our discretion but within our stated charitable objectives.

Once you confirm to us through the Site that you wish to proceed with your donation your transaction will be processed through our payment services provider, Giving Fuel. By confirming that you wish to proceed with your donation you authorize us and Giving Fuel to request funds from your credit or debit card provider. You may not cancel a donation once your payment has been processed.

By selecting any recurring donation frequency, you are agreeing that the credit card and/or account information you enter is accurate and may be charged the amount designated at the frequency designated with no pre-scheduled cancellation date. You have the option to make your gift monthly, quarterly, or annually by pressing the corresponding button and checking the corresponding box. You will not be notified before your credit card and/or account is to be charged, but will be notified once the donation is completed.

We are not liable for any overdraft charges, or any other similar penalties charged to your credit card or account due to the automatic charge/withdrawal of any recurring donation. It is your responsibility to either cancel the recurring donations or ensure the requisite money or credit is available for the donation prior to any recurring donation occurring.

Recurring gifts can be modified or cancelled at any time by taking one of the following actions:

Contact us by mail or phone directly.

Email us at info@fusionglobal.org

Tax Deductions and Receipts:

When you make a donation, you will receive a receipt from us for the amount of your donation. In some cases, donations made will be tax deductible, but in other cases the donation may not be tax deductible. It is also your responsibility to determine whether any perks received in exchange for your donation will prevent you from claiming your donation as a tax deduction.

In exchange for being allowed to use the Site, you agree that we will not be liable for any unpaid tax, interest, fines, penalties or any other claims against you in relation to the tax deductibility of your donation. You also agree to indemnify us against any claim made against us in relation to the tax deductibility of your donation.

Return Policy:

We are proud of our products and we want to make sure you are satisfied. However, each product is subject to its own individual return terms, which shall be specifically detailed when you proceed to purchase any individual product. If a return is allowed, please provide a short explanation as to why the product was returned. Once the return is received, it will be processed and a refund will be issued.

You are solely responsible for the cost of return shipping. Please use a trackable method for return shipping, and for we are not responsible for any returned items that do not make it back to our warehouse.

If you want to edit or change your order, simply email us your desired changes. However, if the order has already been processed, we will not be able to make any modifications to the order and the normal return policy applies.

Accuracy of Billing and Account Information:

We reserve the right to refuse any order you place with us. 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 credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Product Availability:

Although availability may be indicated on our Site, we cannot guarantee product availability or immediate delivery. We reserve the right, without liability or prior notice to revise, discontinue, or cease to make available any or all products or to cancel any order.

Sales Tax:

Sales Tax is charged in accordance with applicable laws.

Age Restrictions:

Products are only available to customers over the age of eighteen (18). No orders will be processed for any customer under the age of eighteen (18). If you are under eighteen (18) years of age, please contact us directly for assistance.

Force Majeure:

In case of force majeure, we are not obliged to fulfill our obligations. In that case we may either suspend our obligations for the duration of the state of force majeure or definitely repudiate the agreement. Events of force majeure are all circumstances external to our control that render the respect of our obligations completely or partly impractical or impossible. Such events include, but are not limited to, strikes, fire, disruption of energy supplies or telecommunication networks or communication systems and/or the temporary down-time of the Site, late delivery or absence of delivery by suppliers or other third parties.

Indemnification:

You agree to indemnify, defend and hold harmless Fusion and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Disclaimer of Warranties; Limitation of Liability:

We do not guarantee, represent or warrant that your use of our Site will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The Site and all products and services delivered to you through the Site are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Fusion, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Site or any content (or product) posted, transmitted, or otherwise made available via the Site, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Disputes

You agree to file any claims arising out of or relating to these Terms exclusively in a state or federal court located in Los Angeles County, California. The laws of the State of California will govern these Terms of Use, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Los Angeles County, California for the purpose of litigating all such claims. Nothing in these Terms of Use will prevent us from complying with the law.

IF ANYONE BRINGS A CLAIM AGAINST US RELATED TO YOUR ACTIONS OR INFORMATION ON THE SITE, YOU WILL INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE LEGAL FEES AND COSTS) RELATED TO SUCH CLAIM.

YOU AGREE THAT YOUR USE OF THE SITE SHALL BE AT YOUR SOLE RISK. THE SITE AND ALL CONTENT, DATA, MATERIALS AND DOCUMENTATION PROVIDED IN CONNECTION WITH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, FUSION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. GATEWAY CHURCH DOES NOT WARRANT THAT THE SITE WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, COMPLETELY SECURE OR VIRUS FREE. YOU AGREE FUSION, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, WILL NOT BE LIABLE TO YOU FOR ANY

DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY (I) UNAUTHORIZED ACCESS TO OR USE OF THE SITES AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (II) ANY INTERRUPTIONS OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (III) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (IV) 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 VIA THE SITE.

OUR AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OF USE OR THIS SITE WILL NOT EXCEED THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Mediation

In the event of any dispute, claim or controversy arising out of or relating to these Terms or the breach thereof, the parties agree to first attempt to resolve such dispute by non-binding mediation, which shall be conducted under the then current mediation procedures of The International Institute for Conflict Prevention & Resolution (“ICPR”) or any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

Either party may commence the mediation process by providing to the other party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).

The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

The provisions of this section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

Arbitration:

Any controversy or claim arising out of, or relating to, these Terms or the breach thereof, that the parties have first failed to resolve through mediation shall be resolved by binding arbitration, conducted by CPR in accordance with CPR's rules and regulations. Judgment upon the award rendered may be entered in any Court having jurisdiction thereof. Any award concurred in by a majority of the arbitrators or rendered by the sole arbitrator (as the case may be) shall be binding and conclusive on the parties; and a judgment thereon may be entered in the highest court of the forum having jurisdiction thereof.

Others

These Terms of Use and the Privacy Policy are the entire and exclusive agreement between you and us with respect to your access and use of the Site. If any portion of these Terms of Use are found to be unenforceable, the remaining portion will remain in full force and effect.

If we fail to enforce any of these Terms of Use, it will not be considered a waiver. Any amendment to or waiver of these Terms of Use must be made in writing and signed by us.

You will not transfer any of your rights or obligations under this Statement to anyone else without our consent. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise. These Terms of Use do not confer any third party beneficiary rights.

International Use:

Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this Site is void where prohibited.

Severability:

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

Entire Agreement:

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms and any policies or operating rules posted by us on this site or in respect to the Site constitutes the entire agreement and understanding between you and us and govern your use of the Site, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms). Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

Governing Law and Jurisdiction:

These Terms and any separate agreements whereby we provide you services shall be governed by the laws of the State of California. Jurisdiction shall be exclusive in Los Angeles County, California for any and all issues arising out of the Terms or any related documents or transactions.

Contact Information:

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