

# ShapingWorship.com End User License Agreement

*The Short Version That Most People Will Read...*

As necessary, please make one backup of the video(s) you buy (or get for free) from ShapingWorship.com. You are permitted to use the video(s) in any kind of corporate setting, such as church services, conferences, Bible studies, etc. If you project or otherwise display video(s) from ShapingWorship.com during a worship service, and the worship service is being video recorded, this is acceptable use.

You are not permitted to resell, give away for free, or by any means redistribute the video(s) from ShapingWorship.com. This means you cannot give it to a friend, put it on your website, email it, or give or sell it in any way even if repackaged with a collection of other media products for distribution or resale.

*The Long Version That Most People Wont Read...*

## CONTENT LICENSE AGREEMENT

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Only you are permitted to use the Content. Any additional persons who wish to use the Content must download it from the ShapingWorship.com website themselves.

Within this Agreement, "ShapingWorship.com", "ShapingWorship", "SW" "we", "our" and "us" refers to ShapingWorship.com, a website ministry of Stephen R. Baney, and "you" and "your" refers to you, the customer/church/organization.

1. This Agreement governs your use of all SW's Content (namely, any mp3, wav, wmv, avi, photographic image, animation, video or film clip, illustration, audio clip, Flash file, or other audio-visual material in any format that you are downloading from the SW website in conjunction with you entering into this Agreement with SW ("Content"). You acknowledge that the Content is the property of SW and its Producers (third party entities that distribute their media and content through SW). If you are entering this Agreement on behalf of your church, ministry, organization or entity, then your entity is bound to the license granted and the restrictions and limitations detailed herein regardless of your future employment with such entity.

2. We hereby grant to you a perpetual, non-exclusive, non-transferable license to use the Content on the terms and conditions contained in this Agreement. Unless the activity is expressly permitted, you cannot do it. All other rights to and in the Content and accompanying materials (if applicable), including, without limitation, all intellectual property rights relating thereto, are retained by SW or its Members, as the case may be.

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3. You may:

- (a) install the Content in only one location; you may physically transfer the Content and its archives from one location to another, however it may only be used in one location at a time;
- (b) make one (1) copy of the Content solely for back-up purposes; you must reproduce all proprietary notices on this single back-up copy;
- (c) use the product on an unlimited, royalty-free basis, assuming all other manners of this agreement have been followed.
- (d) show the Content in corporate settings (i.e. church services, conferences);
- (e) transfer files containing Content to your entity's server, printer, or ISP for the purpose of presentation, provided that such parties shall have no further rights to use the Content.

#### PROHIBITED USES:

4. You may not do anything with the Content that is not expressly permitted. You may not provide a copy of the Content, or any portions thereof, to anyone or allow anyone to gain access to the Content, or any portion thereof, except as permitted above. For greater certainty, you may not:

- (a) use the Content in other video/media clips for resale or reproduction, including, without limitation, video of Content being used in a church service, video of Content being used in a conference;
- (b) broadcast the video/media clips through any medium, including, without limitation, the Internet, radio or television;
- (c) use the Content or portions of the Content for your website;
- (d) incorporate the Content in any product that results in a re-distribution of the Content or portions of the content
- (e) use the Content in a fashion that is considered by SW (acting reasonably) as obscene, defamatory or libelous in nature;
- (f) copy, duplicate, replicate or re-master the Content in any way
- (g) remove any notice of copyright, trade-mark or other proprietary right from any place where it appears on or in the Content or its accompanying materials;
- (h) sub-license, re-sell, rent, lend, or otherwise distribute the Content;
- (i) post a copy of the Content on a network server or web server for use by other users;
- (j) broadcast the Content over the Internet, radio or television; or
- (j) transfer the rights to the Content or accompanying materials (if applicable), except as specifically provided for elsewhere in this Agreement.

#### TERM:

5. This Agreement is effective until it is terminated. You can terminate this Agreement by destroying the Content along with any copies or archives of it or accompanying materials (if applicable), and ceasing to use the Content for any purpose. The Agreement also terminates if at any time you fail to comply with the terms of this Agreement. Upon termination of this Agreement, you hereby agree to destroy all copies and archives of the Content to cease using the Content for any purpose, and to confirm to SW in writing that you have complied with these requirements.

6. Termination of this Agreement does not relieve you of your responsibilities to pay any amounts due to SW under this agreement or your obligations to not use the Content other than in the manner permitted under this Agreement.

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7. The SW website acts as an exchange of Content between those who provide Content to the website (our Producers) and those who wish to use such Content. Accordingly, SW makes no representation or warranty that any Content provided is Royalty Free.

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(a) You may, upon request to SW, be permitted to download the Content again, at a location SW will provide for you;

(b) If you continue to be unable to download the Content, SW will refund the fee actually paid by you in respect of the use of such Content, provided SW

determines in its sole and absolute discretion that you have been unable to download such Content successfully.

12. IN NO EVENT SHALL SW OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE CONTENT, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

13. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT, THE LICENSE PROVIDED HEREUNDER, OR THE USE OR EXPLOITATION OF ANY OR ALL OF THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY YOU TO SW UNDER THIS AGREEMENT IN RESPECT OF THE USE OF THE CONTENT.

14. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### INDEMNIFICATION:

15. You agree to indemnify and hold SW harmless against all claims or liability asserted against SW arising out of or in connection with any breach by you or anyone acting on your behalf of any of the terms of this Agreement.

#### GENERAL:

16. If any provision or part thereof of this Agreement is wholly or partially unenforceable the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof.

17. You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the Content, pursuant to this Agreement.

18. SW reserves the right to elect at a later date to replace the Content with an alternative for any reason. Upon notice, sent to the address or contact information provided by you at the time the Content was downloaded, or such other address as you may advise us in writing to use, from time to time, of such replacement, the license for the replaced Content terminates for any products that do not already exist, and this license automatically applies to the replacement Content. You agree not to use the replaced Content for future

products and to take all reasonable steps to discontinue use of the replaced Content in products that already exist.

**JURISDICTION & ARBITRATION:**

19. This Agreement will be governed under the laws of the State of Ohio and the federal laws of the United States of America applicable therein (without reference to conflicts of laws principles). You consent to service of any required notice or process upon you by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time the Content was downloaded, or such other address as you may advise us in writing to use, from time to time

20. Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be submitted to arbitration in Ashland, Ashland County, Ohio.

21. If SW is obligated to go to court, rather than arbitration, to enforce any of its rights, or to collect any fees, you agree to reimburse SW for its legal fees, costs and disbursements if SW is successful.

22. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND SW, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND SW RELATING TO THE SUBJECT OF THIS AGREEMENT.