

**Welcome to Ministry Brands!** These Terms of Service (these “**Terms**”) describe your rights and responsibilities as a customer or user of our products and services, including our hosted services, software and content delivered to you (collectively, our “**Services**”). These Terms form a legally binding contract between you and Ministry Brands Holdings, LLC (“**MBH**”) on behalf of itself and its subsidiaries (“**Ministry Brands**”) so please read them carefully.

If you are accepting these Terms on behalf of your employer or another entity such as a church, parish or other faith-based organization, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to these Terms; (ii) you have read and understand these Terms; and (iii) you agree to these Terms on behalf of the party that you represent. If you don’t have the legal authority to bind your employer or the applicable entity, please do not click “I agree” (or similar button or checkbox) that is presented to you). PLEASE NOTE THAT IF YOU SIGN UP FOR A PRODUCT OR SERVICE USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR ANOTHER ENTITY, THEN (A) YOU WILL BE DEEMED TO REPRESENT SUCH PARTY WITH DUE AUTHORIZATION, (B) YOUR CLICK TO ACCEPT WILL BIND YOUR EMPLOYER OR THAT ENTITY TO THESE TERMS, AND (C) THE WORD “YOU” IN THESE TERMS WILL REFER TO YOU AND YOUR EMPLOYER OR THAT ENTITY, COLLECTIVELY.

*These Terms are effective as of the date you first click “I agree” (or similar button or checkbox) or use or access the Services, whichever is earlier (the “Effective Date”). You acknowledge that these Terms have the same force and effect as a document signed between you and Ministry Brands. You indicate your assent to these Terms by clicking “I agree” (or similar button or checkbox) at the time you register for our Services, create an account with Ministry Brands, or you use or access the Services for a free trial period.*

If you do not agree with these Terms, please do not click “I agree” or similar button or checkbox when presented with the opportunity to do so and do not use our Services.

ARBITRATION NOTICE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THE ARBITRATION CLAUSE, YOU AND MINISTRY BRANDS AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND MINISTRY BRANDS WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

## 1. **Overview**

These Terms apply to your use of the Ministry Brands’ Services for which you have (i) registered online, (ii) registered online for a free trial period, or (iii) entered into an Order Form with Ministry Brands. The Services may include mobile or tablet application

versions that are available to be downloaded or accessed by you.

These Terms shall also apply to and govern the use of our Services by your employees or any agents, contractors, affiliated churches and their users, congregants, parishioners, or other persons to whom you provide access to the Services (“**Authorized Users**”). You shall be liable for any Authorized User’s violation of these Terms.

If you have entered into an Order Form with Ministry Brands for the Services, and there is a conflict between the Order Form and these Terms, the terms of the Order Form shall control. An “**Order Form**” means an addendum addressing the acquisition of a specific set of services executed by authorized representatives of you and Ministry Brands. References to the Order Form include any attachments to the Order Form.

Additional terms and conditions listed on the [Ministry Brands Legal Center](#) page or that are otherwise made available to you may apply to specific Services. If you use those Services, then those additional terms become part of these Terms. If any of the applicable additional terms conflict with these Terms, such additional terms will prevail while you are using the Services to which they apply.

Please carefully review our [Privacy Policy](#) before submitting any Personal Data through the Services.

MINISTRY BRANDS MAY UPDATE OR MODIFY THESE TERMS AT ANY TIME BY POSTING THE AMENDED VERSION ON OUR WEBSITE. BY CONTINUING TO USE OUR SERVICES YOU ACCEPT ANY REVISED TERMS.

## 2. **Your Account**

To use certain Services, you need to create an account with us. To do so, you must provide an email address, phone number and other information. Ministry Brands may use emails, telephone calls, or text messages to communicate with you on a recurring basis. By creating an account, you agree to receive communications from Ministry Brands and its partners at the email address and/or phone number you provide. You agree to provide Ministry Brands with your current, valid contact information and to update your email address and phone number any time this information changes. In some cases, you may be required to create a username and password (“**Login Credentials**”) to access and use our Services. You are responsible for any activity

associated with your account, so it is important to maintain the confidentiality of your Login Credentials to help keep your account secure. Accordingly, you agree that you will not disclose your Login Credentials to any third parties, and you will not allow your Authorized Users to share account Login Credentials. You should also use a strong password that you don't use for any of your other online accounts. You will be solely responsible for any unauthorized access, data security breach, damages or other losses that may result through your account, including through the misuse of your Login Credentials. You should immediately notify Ministry Brands if you believe someone has gained unauthorized access to your account by emailing [support@ministrybrands.com](mailto:support@ministrybrands.com). Ministry Brands will not be liable or responsible for any harm related to the use or misuse of your Login Credentials, your disclosure of your Login Credentials to another person, or your authorization to allow another person or entity to access and use our Services using your Login Credentials.

Our Services are not intended for, and should not be used by, anyone under the age of 18. You are responsible for ensuring that all of your Authorized Users are at least 18 years old.

### **3. Grant of Rights to You**

Subject to your compliance with these Terms, Ministry Brands hereby grants to you a limited, revocable, non-exclusive, non-transferable, non-sublicenseable, and non-assignable right to access and use the Services solely as expressly authorized by Ministry Brands under these Terms and any applicable product specific terms for your internal business purposes or other personal or non-commercial use. Only organizations or entities who are registered for the Services and maintain an account may provide access to the Services to Authorized Users.

### **4. Your Responsibilities**

You shall obtain all consents, permissions, and authorizations required under applicable law from Authorized Users and other individual end users as necessary to input, provide, transfer, and make available data to Ministry Brands for the purposes of providing the Services, including, without limitation, any personally identifiable information ("**Personal Data**"). You understand that all online and cloud based services require internet access and you shall be solely responsible for your systems through which the Services are accessed. You agree to notify Ministry Brands in writing immediately if your authorized administrator has been replaced. Such notification shall be in writing on your letterhead and signed by either an authorized officer or your lead pastor or priest, as applicable.

### **5. Service Updates**

For Services comprised of software or software-as-a-service, which may include our church management and giving solutions, Ministry Brands may from time to time update, upgrade, replace, and/or modify such Services and/or provide a new release(s), or patches or fixes to such Services, as Ministry Brands, in its

sole discretion, deems necessary or appropriate. Any such update, upgrade, release, replacement, modification, patch or fix to such Services will be considered part of such Services and subject to these Terms as they may be amended from time to time. Ministry Brands shall have the right to migrate your account to a successor or alternative platform or technology that replaces existing Services from time to time as Ministry Brands evolves its products and technologies and your use of such successor Services shall be governed by these Terms (unless such Terms are superseded by a new agreement provided to you).

## 6. Mobile Applications

We may offer mobile application versions of certain Services (each, an “**App**”) directly or through third-party stores. Subject to your compliance with these Terms, Ministry Brands grants you a limited, non-exclusive, non-transferable, revocable license to download and use the Apps. We may update Apps from time to time to add new features and/or correct bugs. You shall ensure that you are using the most recent version of the App that is compatible with your device. We cannot guarantee that you will be able to use the most recent version of an App on your device. You may use mobile data in connection with the Apps and may incur additional charges from your wireless provider for using the Apps. You agree that you are solely responsible for any applicable charges. Any third-party open source software included in an App is subject to the applicable open source license and may be available directly from the creator under an open source license. These Terms do not apply to your use of software obtained from a third-party source under an open source license.

The following additional terms apply to you if you download an App through the Apple Store:

- These Terms are between you and Ministry Brands, but not Apple, Inc. (“**Apple**”). Ministry Brands, not Apple, offers the App to you, and Apple has no responsibility to you for any use of, or information related to, the App, and these Terms.
- You may only use the App on an Apple device that you own or control and as permitted by the App Store’s terms of service.
- Apple has no obligation to provide maintenance and support services with respect to the App, as used on your iPhone, iPad, or iPod Touch devices. If an App fails to conform with any applicable warranty, you may notify Apple regarding a refund of your purchase price of the App through the Apple Store, if applicable. Apple has no other warranty obligation with respect to the App.
- Should you have any claim, whether you claim directly or whether a third-party claim has been filed against you, relating to your use of the App, Apple shall have no responsibility to you.
- You and Ministry Brands hereby acknowledge and agree that Apple and its subsidiaries are third-party beneficiaries of these Terms. Upon your acceptance of these Terms, Apple, as a third-party beneficiary, will receive (and otherwise shall be deemed to have received) the right to enforce these Terms against you.

The following additional terms apply to you if you download an App through Google Play:

- These Terms are applicable between you and Ministry Brands, but not Google, Inc. (“**Google**”). Ministry Brands, not Google, offers the App to you, and Google has no responsibility to you for any use of, or information related to, the App and these Terms. Google shall not be responsible to you for maintenance of the App.
- Google shall not be responsible to you for any complaints you have regarding the App, as used

on your Android device.

## 7. **Communications**

By enabling push notifications through a Service, you consent and give permission to receive such notifications from Ministry Brands and its partners. You may manage your notification settings by updating your profile on the applicable Service or updating your phone settings. You understand that consent is not a condition of purchase. You understand that Ministry Brands deploys a variety of communication means to notify you of updates, modifications, changes, etc. including without limitation application cues, chat post messaging, and invoice messaging and agree to promptly read such communications.

## 8. **Third Party Applications**

If Ministry Brands provides any integration or interfaces between a Service and any third party products and/or services with functionality that interoperates with Service or other content or data on the Service (the “**Third-Party Applications**”) used by you, you shall be solely responsible for ensuring that you have all necessary consents, licenses and cooperation from such third party provider of the Third-Party Applications to allow Ministry Brands to integrate with such Third Party-Applications, and to use and store in the Platform any and all data received from or through such Third Party-Applications. Ministry Brands and its affiliates make no representations or warranties and shall have no liability or obligation whatsoever in relation to the operation, content, or use, of any Third Party-Application, any transactions completed in or through the same, nor for any contract entered into by you or your Authorized Users with any such third party. Ministry Brands cannot guarantee the continued availability of any features designed to interoperate with Third Party-Applications and may cease providing them without entitling you to any refund or credit, if for example and without limitation, the provider of the Third Party-Application ceases to make the Third Party-Application available for interoperation with a Service in a manner acceptable to Ministry Brands. You are responsible for complying with the applicable terms of service for any Third Party-Applications with which you use a Service. For example, if you turn on our YouTube integration, you are agreeing to the YouTube Terms of Service ([www.youtube.com/t/terms](http://www.youtube.com/t/terms)). You will indemnify Ministry Brands and its affiliates against all costs, losses, liabilities and damages which arise from any action or claim against Ministry Brands or its affiliates by such third-party provider and/or other third party in respect of the use of (and/or integration/interface with) such Third Party-Application and related data (including without limitation Personal Data).

## 9. **Third Party Materials**

The Services may display, include, or make available third-party content or provide links to third-party websites or services (collectively, “**Third-Party Materials**”). You acknowledge and agree that Ministry Brands and its affiliates are not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Ministry Brands and its affiliates do not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience, and you acknowledge and agree that you access and use such Third-Party Materials entirely at your own risk and subject to such third parties’ terms and conditions.

## 10. **Professional Services**

We may provide certain professional services to you as indicated in your Order Form or if you have

purchased them online (“**Professional Services**”). Professional Services are provided on an “as is” basis and are subject to our **Professional Services Addendum**.

## 11. Fees

You must pay all fees during your subscription period and any renewal periods, absent cancellation prior to the start of the next renewal period. Our fees may include a fixed monthly or annual fee plus variable fees for transactions or usage. Fees are non-cancellable and non-refundable.

Ministry Brands may at any time, upon notice of at least 30 days, or a longer period if required by applicable law, change the price of your subscription or any variable, transaction or usage fees, or institute new charges or fees. If you have prepaid your annual or multi-year subscription, price changes and the institution of new fees implemented after your prepayment will go into effect for your next annual or multi-year subscription term after the 30 days’ notice. The foregoing will apply even if you pay your annual or multi-year subscription fees on a monthly basis. If you have a monthly subscription, price changes and the institution of new fees implemented after your prepayment will go into effect for your next monthly term after the 30 days’ notice. If you do not wish to accept a fee change, your sole remedy is to cancel your subscription to and stop using the applicable Service prior to the commencement of the renewal subscription period for which the price change applies.

If you are subscribing to a subscription that automatically renews and you are paying via credit card, or a Service that does not automatically renew but for which you have agreed to keep your credit card on file with us, you authorize Ministry Brands to charge the applicable subscription and other transaction or usage fees at the then applicable rate plus any applicable taxes for the subscription to your credit card on file at the expiration of the term. Your subscription may only be cancelled as set out in Section 20. Ministry Brands may suspend your access to the Services without prior notice if Ministry Brands is unable to process payment through the credit card provided by you without effecting your obligation to make payments hereunder until all overdue amounts are paid in full. If your failure to pay persists for a period of thirty (30) days or longer, Ministry Brands may terminate these Terms and your access to the Services.

If you are not paying via a credit card, all fees due hereunder shall be due and payable within thirty (30) days of the invoice date. Invoicing shall occur on a monthly, annual or multi-year basis depending on whether a monthly, annual or multi-year plan is selected when you first contract to receive Services. Any payment not received from you by the payment due date will accrue simple interest at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. In addition, without limiting its other rights, if any fees are owed and not paid by you when due, Ministry Brands may suspend your access to the Service(s) without effecting your obligation to make payments hereunder until all overdue amounts are paid in full. If your failure to pay persists for a period of thirty (30) days or longer, Ministry Brands may terminate these Terms and your access to the Services.

We may offer free-trial or discounted subscriptions. When a free-trial period ends, your paid subscription begins and you must pay the full monthly or annual fee unless you cancel your subscription prior to the end of the free trial. If we provide a discount for the first subscription period, you must pay the discounted fee; in any renewal, you must pay the full fee. If you cancel your subscription or at the expiration of a free trial period, any text, logos, images, photos, videos and/or other materials that you have entered into or created within the Service or posted or uploaded during your subscription (“Content”) will no longer be available to you. To be very clear, if you cancel any applicable Services, unless required by law, you will not be able to access or retrieve any of the Content and data you added, uploaded, or created during the time

you subscribed to those Services.

You shall pay or reimburse Ministry Brands for all taxes arising out of these Terms other than Ministry Brands' income taxes. If you are required to withhold or deduct any taxes from the payment of any fees, you will increase the amount payable to Ministry Brands by the amount of such taxes so that Ministry Brands receives the full amount of Fees and expenses. If Ministry Brands has the legal obligation to pay or collect taxes for which you are responsible, including without limitation sales tax, such taxes shall be paid by you unless you provide Ministry Brands with a valid tax exemption certificate authorized by the appropriate taxing authority. Ministry Brands' failure to initially invoice you for any applicable taxes does not relieve you for responsibility for such taxes under these Terms.

## 12. **Intellectual Property of Ministry Brands**

You recognize that Ministry Brands and its third-party licensors own all rights, title, and interests in and to the Services (including all forms, templates, page headers, custom graphics, button icons, scripts, trademarks, trade dress, other proprietary content, software, data, data compilations and interfaces, and all Intellectual Property Rights (as defined below) embodied in the Services), including without limitation, all corrections, updates, modifications and other derivative works to the Platform. All Intellectual Property Rights in any work arising from or created, produced or developed by Ministry Brands, whether alone or jointly with others, under or in the course of these Terms, will immediately upon creation or performance vest absolutely in and will be and remain the property of Ministry Brands, and you will not acquire any right, title or interest in and to this intellectual property. Except for the limited license and use rights expressly granted in these Terms, Ministry Brands does not grant you any rights to the Services and reserves all rights in the Services. You do not acquire any ownership interest in the Services under these Terms and shall not engage in any activity that violates or undermines the Intellectual Property Rights of Ministry Brands or the limited license and use rights granted to you under these Terms. For purposes of these Terms, "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, moral rights, design rights or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world.

If you propose or provide any ideas, suggestions, enhancements, requests, recommendations or other feedback ("**Feedback**") to Ministry Brands, then you assign all rights, title, and interests, including all Intellectual Property Rights, in this Feedback to Ministry Brands by providing it to Ministry Brands.

## 13. **Restrictions on Use**

With respect to any Services that constitute software or software-as-a-service, you shall not (and shall not authorize or encourage any other person to):

- a. sell, resell, lease, distribute, rent, assign, sublicense or otherwise transfer your rights under these Terms or to such Services in whole or in part, to any third party, or include such Services in a service bureau, time sharing or outsourcing offering;
- b. use, copy, adapt, modify, prepare derivative works based upon, or otherwise exploit such Services, including any part, feature, function, or user interface thereof except as expressly permitted by Ministry Brands under these Terms;
- c. interfere with or disrupt the integrity or performance of such Services or third-party data contained therein;

- d. attempt to gain unauthorized access to such Services or their related systems or networks;
- e. access such Services in order to build a competitive product or service;
- f. reverse engineer, disassemble, decompile, or decode such Services, in whole or in part, nor use any methods to gain access to the source code or infrastructure of such Services, in whole or in part;
- g. access or use such Services in order to benchmark or compare the performance of such Services, or any portion thereof, against another company's products or services;
- h. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from such Services, including any copy thereof;
- i. remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting such Services
- j. violate any applicable law or regulation in your use of such Services; or
- k. use such Services in any manner not permitted by these Terms.

#### 14. **Confidentiality**

The Services contain proprietary and confidential information of Ministry Brands. "**Confidential Information**" means all information disclosed by Ministry Brands and its affiliates to you, which is in tangible form and labeled "confidential" or the like, or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information will not include information that as shown by your records: (i) is, or through no fault of yours has become, generally available to the public; (ii) was disclosed to you by a third party who had the right to make such disclosure without any confidentiality restrictions; or (iii) was independently developed by you without use of Ministry Brands' Confidential Information. You shall use no less than a reasonable standard of care to safeguard the Confidential Information you receive. You will only use the Confidential Information to exercise your rights and perform your obligations under these Terms or as otherwise required by law.

You agree that any breach of Sections 14 and 15 would cause irreparable harm to Ministry Brands, for which remedies at law would be inadequate to compensate Ministry Brands for such harm and damage. Therefore, Ministry Brands shall be entitled to injunctive relief against any such breach or threatened breach, without posting any bond or showing of irreparable harm, in addition to any other remedy available to it. The foregoing shall be in addition to and shall not limit any other rights or remedies to which Ministry Brands may be entitled, at law or in equity.

#### 15. **Data Protection**

With respect to any Personal Data you may input, submit or otherwise provide to Ministry Brands in the course of using the Services, you represent and warrant that (i) all such Personal Data is true, accurate and complete, and does not falsely represent an affiliation with any person or entity, (ii) you have the consent and authorization of the individual to whom the Personal Data relates to provide their Personal Data to Ministry Brands, and (iii) your provision of such Personal Data to Ministry Brands complies with all applicable data protection laws pertaining in any way to the privacy, confidentiality, security, management, disclosure or other processing of Personal Data (including requirements to provide notice(s) regarding the collection and disclosure of the Personal Data and/or to obtain consent to such collection and



disclosure).

In providing the Services, Ministry Brands will (i) store, process and access Personal Data only to the extent reasonably necessary to provide you the Services and to improve the Services; (ii) implement and maintain commercially reasonable technical, physical and organizational safeguards to protect the security, confidentiality and integrity of Personal Data processed in the course of providing the Services; and (iii) not further use, retain, disclose, sell or share such Personal Data other than as necessary to provide the Services or as permitted by applicable law and set forth in these Terms.

You are the sole and exclusive owner of your data. You hereby grant to Ministry Brands a perpetual, irrevocable, worldwide, royalty-free, sublicensable, non-exclusive license to create, process, reproduce, store, display, modify, translate, create derivative works from, make available and otherwise use your data (including Personal Data) to provide the Services and to create and use Aggregated Data for any purpose, to the extent permitted by applicable law, including for internal purposes, identifying trends within the Ministry Brands' customer base and developing, providing, maintaining, supporting or improving Ministry Brands' current and future products and services. For purposes of the foregoing, "**Aggregated Data**" means data which is based on or derived from your data but that has been aggregated, de-identified and/or anonymized (as may be required by applicable law) such that the Aggregated Data does not designate or identify any specific entity or individual person.

## 16. **Disclaimers**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS-IS," "AS AVAILABLE," AND "WITH ALL FAULTS". MINISTRY BRANDS AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THESE TERMS, THE SERVICES, AND/OR THE RESULTS THAT MAY (OR MAY NOT) BE ACHIEVED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SECURITY AND ACCURACY, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MINISTRY BRANDS AND ITS AFFILIATES MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (I) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (II) THE SERVICES WILL OPERATE IN COMBINATION WITH ANY THIRD-PARTY PRODUCTS OR SERVICES; (III) THE SERVICES (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (IV) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED; (V) ERRORS OR DEFECTS WILL BE CORRECTED; (VI) THE SERVICES WILL SATISFY ANY SERVICE LEVELS OR OTHER REQUIREMENTS FOR UPTIME OR AVAILABILITY, OR (VII) THE SERVICES (OR ANY SERVER(S) THAT MAKE THE PLATFORM AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE AND AGREE THAT THE INTERNET IS INHERENTLY INSECURE AND THAT YOUR DATA, AS UPLOADED OR TRANSMITTED IN CONNECTION WITH THE PLATFORM, MAY BE SUBJECT TO LAGS, DOWNTIME, DELAY OR INTERCEPTION BY AN UNAUTHORIZED THIRD PARTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS OF THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

## 17. **Compliance**

You represent and warrant that your use of the Services will be in accordance with these Terms and any applicable laws and regulations, including without limitation any local laws or regulations in your state, city, or other governmental area, regarding the Services, online conduct, and acceptable content.

#### **18. Your Indemnification**

You shall defend (solely to the extent requested by Ministry Brands), indemnify and hold MBH and its subsidiaries and affiliates, and any of its and their respective directors, officers, employees, agents and volunteers, harmless from and against any and all liabilities, claims, damages, obligations, actions, lawsuits, losses, judgements, fines, penalties, costs or expenses (including reasonable attorney's fees) incurred by or brought against Ministry Brands or its affiliates and arising out of or in connection with: (i) you or your Authorized Users' use of the Services; (ii) your data; (iii) your breach of these Terms; or (iv) any negligence or willful misconduct by or on behalf of you or your Authorized Users.

You shall promptly notify Ministry Brands in writing upon discovery of any unauthorized use or infringement of the Services, or Ministry Brands' Intellectual Property Rights with respect thereto. Ministry Brands shall have the sole and exclusive right to bring an infringement action or proceeding against any infringing third party, and, in the event that Ministry Brands brings such an action or proceeding, you shall cooperate and provide full information and reasonable assistance to Ministry Brands and its counsel in connection with any such action or proceeding.

#### **19. Limitation on Liability**

MINISTRY BRANDS' AGGREGATE LIABILITY ARISING OUT OF THESE TERMS SHALL BE LIMITED TO ONE THOUSAND DOLLARS (\$1000.00 USD). IN NO EVENT SHALL MBH AND ITS SUBSIDIARIES AND AFFILIATES, LICENSORS, SUPPLIERS, AND ANY OF ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS BE LIABLE TO YOU FOR ANY LOSS OF REVENUE OR PROFIT, LOSS OF GOODWILL, LOSS OF CUSTOMERS, LOSS OF CAPITAL, LOSS OF ANTICIPATED SAVINGS, LEGAL, TAX OR ACCOUNTING COMPLIANCE ISSUES, DAMAGE TO REPUTATION, LOSS IN CONNECTION WITH ANY OTHER CONTRACT, OR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT MINISTRY BRANDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH ANY PORTION OF THESE TERMS, EXCEPT TO THE EXTENT PROHIBITED BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

IF YOU ARE A RESIDENT OF NEW JERSEY, TO THE EXTENT NEW JERSEY LAW PROHIBITS THE LIMITATIONS AND/OR EXCLUSIONS OF LIABILITY SET FORTH IN THESE TERMS, SUCH LIMITATIONS AND/OR EXCLUSIONS SHALL NOT APPLY TO YOU.

#### **20. Term and Termination**

These Terms will continue in full force and effect until these Terms are terminated as provided herein.

**Unless otherwise set forth in an Order Form, to the extent permitted by applicable law,**

**subscriptions automatically renew at the end of each subscription period unless canceled beforehand by providing no less than thirty (30) days' prior written notice with respect to monthly plans and no less than sixty (60) days' prior written notice with respect to annual or multi-year plans. Monthly plans renew for 30-day periods. Annual plans renew for one-year periods. Multi-year plans renew for the same period as the initial multi-year term set forth in an Order Form.** You must pay the annual, multi-year or monthly fee (plus any applicable taxes) when each renewal period starts. You may cancel your subscription by e-mailing Ministry Brands at [client.relationships@ministrybrands.com](mailto:client.relationships@ministrybrands.com) indicating your desire to cancel.

Ministry Brands may terminate any Services at any time with or without notice. In addition, Ministry Brands shall have the right to discontinue any Service or any successor thereto, or any feature or function thereof with or without notice.

These Terms and your access to any Service will terminate immediately and automatically without any notice and without liability if you violate any of these Terms or if Ministry Brands reasonably believes that your or an Authorized User's access and use of any Service could subject Ministry Brands, its affiliates or any third party to liability.

Ministry Brands may immediately suspend your or an Authorized User's access and use of a Service or one or more portions of a Service if: (i) Ministry Brands believes there is a threat to the functionality, security, integrity, or availability of a Service to you or other customers; (ii) you breach Sections 3, 11,12,13 or 35; (iii) you or any Authorized User is accessing or using the Services to commit an illegal act; or (iv) requested by law enforcement or other government agencies. When reasonably practicable and lawfully permitted, Ministry Brands will provide you with advance notice of such suspension. Ministry Brands will use reasonable efforts to re-establish the affected Service promptly after it determines that the issue causing the suspension has been resolved. Any Service suspension under this Section shall not excuse your payment obligations under these Terms.

Upon termination of these Terms with respect to any or all Services: (a) you shall pay to Ministry Brands all fees due through the termination date; and (b) all rights granted with respect to the applicable Services will immediately terminate.

Sections of these Terms concerning the parties' rights and obligations that by the content of the section operate after termination or that are necessary to enforce any right will survive termination.

## **21. Force Majeure**

Ministry Brands shall not be deemed in breach of these Terms to the extent that performance of its obligations are delayed or prevented by reason of any Force Majeure event, regardless of whether such event was foreseeable. Force Majeure events shall include, without limitation, acts of God, fire, natural disaster, outbreak, epidemic, public health emergency, accident, act of government, shortages of materials or supplies, and any and all events beyond the reasonable control of such party. If a Force Majeure event occurs, the time for performance shall be extended for a period equal to the duration of the Force Majeure.

## **22. Arbitration, Class Action Waiver, and Jury Waiver**

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY PROVIDE THAT YOU AND MINISTRY BRANDS AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION.

YOU AND MINISTRY BRANDS AGREE THAT ALL CLAIMS OR DISPUTES (WHETHER CONTRACT, TORT OR OTHERWISE), INCLUDING ALL STATUTORY CLAIMS AND DISPUTES, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF THE SERVICES WILL BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN IN COURT. Notwithstanding the foregoing, nothing in this Section prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other emergent relief. In addition, all disputes concerning the arbitrability of a claim (including disputes about the scope, applicability, enforceability, revocability, or validity of this Section 22 shall be decided by the arbitrator, except as expressly provided below with respect to the waivers contained in this Section.

The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this Section 22. Arbitration will be administered by JAMS ([www.jamsadr.com](http://www.jamsadr.com)). For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply. For claims equal to or less than \$250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply. For all claims: (i) any arbitration will proceed in the State of Tennessee; (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient; and (iii) the claimant(s) and respondent(s) will bear the cost of arbitration, including the cost of any filing fee, equally, subject to the discretion of the arbitrator(s) to alternatively allocate costs pursuant to the applicable rules in any final award; provided, however, that for claims equal to or less than \$25,000, you shall not be responsible to pay any case initiation or similar fee unless the arbitrator(s) determine that such claims are frivolous. The arbitrator(s) shall have no authority to award damages that are inconsistent with the limitations and exclusions set forth in these Terms, nor will he, she, or they have authority to award sanctions of any type. Any decisions rendered in such arbitration proceedings shall be binding on each of the parties to the arbitration and judgement may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law. If any part of this Section 22 is found invalid or unenforceable, the other parts of this Section 22 shall still apply.

YOU AND MINISTRY BRANDS WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and Ministry Brands are instead electing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Ministry Brands over whether to vacate or enforce an arbitration award, YOU AND MINISTRY BRANDS WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute resolved by a judge.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. PRIVATE ATTORNEY GENERAL ACTIONS ARE PROHIBITED (UNLESS RESTRICTED BY APPLICABLE LAW). Notwithstanding any other provision of these Terms, disputes regarding the interpretation, applicability or enforceability of this waiver may be resolved only by a court and not by an arbitrator. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor Ministry Brands is entitled to arbitration; instead all claims and disputes will be resolved in a court as set out in Section 22.

Any rights and limitations set forth in this Section 22 may be waived by the party against whom the claim is asserted. Such waiver will not waive or effect any other portion of this Section 22.

This Section 22 will survive the termination of these Terms or your account.

**23. U.S. Service Only**

You acknowledge, understand and agree that the Services are for use by users in the United States of America, its territories and possessions (the “**United States**”). You are prohibited from exporting, transferring, permitting or otherwise allowing the use of the Services to any person located outside of the United States or any country other than a country in which Ministry Brands has authorized your use of the Services. Ministry Brands does not make any representations or warranties with respect to use of the Services outside the United States, including whether the Services will comply with foreign laws, rules and regulations, including any privacy or data protection laws.

**24. No Professional Advice**

Unless specifically included with the Services, Ministry Brands is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

**25. Equitable Remedies**

Nothing herein shall prohibit Ministry Brands from seeking a temporary restraining order, preliminary injunction, or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage; and nothing herein shall prevent Ministry Brands from bringing and pursuing legal action to specifically remedy any breach or threatened breach of any obligation hereunder by you involving Ministry Brands’ Intellectual Property Rights.

**26. Waiver**

No failure or delay by Ministry Brands in exercising any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

**27. Contact Us**

You may contact Ministry Brands by emailing us at: [info@ministrybrands.com](mailto:info@ministrybrands.com) or by reaching us by any other means specified in a communication received from us.

**28. Severability**

If a court of competent jurisdiction rules that a provision of these Terms is invalid or unenforceable, such provision will be deemed modified to the extent necessary to make it enforceable, and the remaining provisions of this Agreement will continue in full force and effect.

**29. No Third-Party Beneficiaries**

Except as otherwise provided herein, there are no third-party beneficiaries to these Terms.

### 30. **Section Titles**

Section titles or references used in these Terms shall be without substantive meaning or content of any kind and do not form part of the agreement hereunder.

### 31. **Governing Law and Venue**

These Terms and all matters arising out of or relating to these Terms shall be governed by and construed in accordance with the laws of the State of Tennessee, except for its conflict of law provisions, which shall not apply. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are specifically excluded from application to these Terms. All such disputes will be brought and decided in a court of law in the State of Tennessee.

### 32. **Assignment**

You shall not assign your rights or delegate your obligations under these Terms without the prior written consent of Ministry Brands. Any attempted assignment in violation hereof shall be void and of no force or effect. Ministry Brands may assign its rights and delegate its duties hereunder at any time without your consent.

### 33. **Entire Agreement; Modification**

These Terms constitute the complete agreement between the parties and supersedes all prior, conflicting agreements or representations, written or oral, concerning the subject matter of these Terms and such additional documents. Ministry Brands reserves the right to change these Terms at any time, by posting the amended version, which will be indicated by the effective date of the updated version at the top of these Terms. It is your responsibility to review these Terms frequently and remain informed about any changes to them, so we encourage you to visit this page often. The most recent version of these Terms takes precedence over any previous version of these Terms that we have issued related to the Services and your continued use of the Services constitutes your acceptance of the most recent version of these Terms.

### 34. **Hardware**

If you elect to purchase any hardware, such as check scanners or card scanners, such hardware shall be purchased at the price indicated on the Order Form. All hardware will be shipped F.O.B origin. You will be responsible for all delivery costs, which shall be reflected on your invoice. Your payment of delivery costs shall be due and payable within thirty (30) days of your receipt of an invoice.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL HARDWARE IS PROVIDED "AS-IS," AND "WITH ALL FAULTS". MINISTRY BRANDS AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY HARDWARE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SECURITY AND ACCURACY, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE.

### 35. **Sanctions and Export Compliance**

You are solely responsible for ensuring that your use of the Services is in compliance with all applicable sanctions and export control laws and that your Authorized Users understand and acknowledge their responsibility to use the Services in compliance with all applicable sanctions and export control laws. You certify that you and your Authorized Users, or any party that owns or controls you or your Authorized Users are not (i) ordinarily resident in, located in, or organized under the laws of any country or region subject to comprehensive economic or financial trade sanctions or trade embargoes imposed, administered, or enforced by the European Union, the United Kingdom, or the United States; (ii) an individual or entity listed on or covered by the Consolidated List of Persons, Groups, and Entities Subject to European Union Financial Sanctions; the U.S. Department of the Treasury's List of Specially Designated Nationals and Blocked Persons or Foreign Sanctions Evaders List; the U.S. Department of Commerce's Denied Persons List or Entity List; or any other applicable sanctions or restricted persons lists maintained by the European Union, the United Kingdom, or the United States; or (iii) the target or subject of any trade or economic sanctions or export control restrictions by European Union, the United Kingdom or the United States. You also certify that you and your Authorized Users will not, directly or indirectly, export, re-export, transfer, or otherwise make available the Services, to any person described in (i) through (iii) or in violation of, or for any purpose prohibited by, any applicable sanctions and export control laws, including for proliferation-related end uses. You agree that Ministry Brands has no obligation to provide the Services where Ministry Brands believes the provision of the Services could violate any sanctions and export control laws.