

# Short-form Content License Agreement

## What you CAN DO with CMG “Content”

1. Install the Content in one site location; you may physically transfer the Content and its archives from one site to another, however it may only be used at one site at a time
2. Make one copy, backup or archive of the Content as necessary
3. Use the Content in virtually any kind of commercial or non-commercial live event setting.
4. Use it as part of a webcast (credit given to Church Motion Graphics appreciated)
5. Broadcast the Content over the Internet or Television as part of a production such as a worship service, conference or special event (credit given to Church Motion Graphics appreciated)
6. Use the Content on an unlimited, royalty-free basis, assuming all other manners of this agreement have been followed
7. Re-master the Content in any way, assuming all other manners of this agreement have been followed

## What you CANNOT DO with CMG “Content”

1. Resell the the Content to anyone and by any means
2. Use the Content in templates for resale
3. Distribute the content to other site locations, churches or businesses
4. Provide the Content in downloadable format on the Internet
5. Use as part of any lyric video that is publicly available. This includes websites such as YouTube, Vimeo, Facebook and all other websites where the videos are publicly accessible to view or download.

[Have a question about our Terms of Service?](#)

[If you have a multi-site church we do have options for you.](#)

# Long-form Content License Agreement

This is a legal contract between you and Church Motion Graphics (CMG). By downloading Content from our website, you have agreed to be bound by the terms of this Agreement in respect of that Content. If you do not accept or agree with these terms do not download the Content. This is a license, not a sale. We or our Producers continue to own the intellectual property rights in the Content. The Content is provided under the terms of the following license agreement (“Agreement”) that states what you may and may not do with the Content and contains limitations on warranties and remedies.

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

the Church Motion Graphics website themselves.

Within this Agreement, "Church Motion Graphics Inc.", "CMG", "we", "our" and "us" refers to Church Motion Graphics and "you" and "your" refers to you, the customer/church/organization.

1. This Agreement governs your use of all CMG's Content (namely, any photographic image, animation, video or film clip, illustration or other audio-visual material in any format that you are downloading from the CMG website in conjunction with you entering into this Agreement with CMG ("Content"). You acknowledge that the Content is the property of CMG and its Producers (third party entities that distribute their media and content through CMG). 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 CMG or its Members, as the case may be.

## PERMITTED USES:

3. You may:

A. Install the Content in only one location (geographic site); 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;

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.

F. Re-master the Content in any way

## 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, including, without limitation, video of Content being used in a church service, video of Content being used in a conference;

B. Incorporate the Content in any product that results in a re-distribution of the Content or portions of the content;

C. Use the Content in a fashion that is considered by CMG (acting reasonably) as obscene, defamatory or libelous in nature;

D. Assuming all other manners of this agreement have been followed

E. 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;

F. Sub-license, re-sell, rent, lend, or otherwise distribute the Content;

G. Post a copy of the Content on a network server or web server for use by other users outside of your one location;

H. Transfer the rights to the Content or accompanying materials (if applicable), except as specifically provided for elsewhere in this Agreement.

## TERMS:

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 CMG 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 CMG under this agreement or your obligations to not use the Content other than in the manner permitted under this Agreement.

## LIMITED REPRESENTATIONS AND WARRANTIES:

7. Statements as to any rights and ownership of the Content are provided as a reference only and questions regarding the usability for any purpose or proposed use should be directed to the Producer who uploaded or otherwise provided the Content to our website.

8. Certain jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. You have specific rights under this warranty, but you may have others, which vary from jurisdiction to jurisdiction.

## LIMITATION OF REMEDIES & LIABILITY:

9. CMG's entire liability and your exclusive remedy, with respect to any claims arising out of your use of the Content or accompanying material (if applicable), or out of your actions in downloading the Content, shall be as follows:

A. You may, upon request to CMG, be permitted to download the Content again, at a location CMG will provide for you;

B. If you continue to be unable to download the Content, CMG will refund the fee actually paid by you in respect of the use of such Content, provided CMG determines in its sole and absolute discretion that you have been unable to download such Content successfully.

10. IN NO EVENT SHALL CMG 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.

11. 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 CMG UNDER THIS AGREEMENT IN RESPECT OF THE USE OF THE CONTENT.

12. 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:

13. You agree to indemnify and hold CMG harmless against all claims or liability asserted against CMG 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:

14. 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.

15. 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.

16. CMG 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:

17. This Agreement will be governed under the laws of the Province of Ontario 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

18. 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 Barrie, Ontario, Canada.

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

20. 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 CMG, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND CMG RELATING TO THE SUBJECT OF THIS AGREEMENT.