

RESOURCE TERMS AND CONDITIONS FOR USE

PLEASE READ THIS IN ITS ENTIRETY AS THIS IS A BINDING AGREEMENT.

A Big Thank You!

Thank you for purchasing a Shane Willard Ministry resource. Your purchase helps fund ministry efforts around the world. Profits from your purchase are used for the following:

1. Teaching God's Word.
2. Feeding and clothing the poor.
3. Providing essential care for orphans (clothing, food, shelter, etc...).
4. Providing medical treatment to HIV orphans and others that are afflicted with disease.
5. Setting women and children free from the sex trade.
6. Other general ministry outreaches.

Access and Use Terms and Conditions

Because your purchase is a critical part to fund mission outreaches, we are imposing the following conditions of use on all purchases of Shane Willard Ministries Resources.

All content in any form including, but not limited to, text, html documents, publications, audio and video content and any digital product are protected under international copyright law.

You agree that to be bound by these terms and conditions:

1. Your purchase entitles you to a single license of the product you purchased. This means that you do not own the content held within the resource itself, but have the right to use the product within the confines of this agreement.
2. You may not duplicate any resource of Shane Willard Ministries without the written permission of Shane Willard Ministries.
3. You may not convert physical products into their digital counterparts (e.g. CD's to MP3's).
4. You may not modify any resource content without the written permission of Shane Willard Ministries.
5. Physical Products may not be rented, leased, distributed, sublicensed or otherwise assigned to any third party without the written permission of Shane Willard Ministries.
6. Digital Products may not be loaned, rented, sold, leased, distributed, sublicensed or otherwise assigned to any third party without the written permission of Shane Willard Ministries.
7. Due to the nature of Digital products, purchases for digital products are non-refundable.
8. You may not remove or modify any proprietary notices or labels on any product.
9. You may not bypass, modify, defeat or circumvent any security features that protect the resource content.

10. Termination. Your rights under this agreement will automatically terminate if you fail to comply with any terms and conditions listed. In case of termination you must cease all use of any resource purchased and Shane Willard Ministries may seek monetary damages for your breach of this agreement including, but not limited to, legal fees, internal costs and financial impact to the ministry. Shane Willard Ministries failure to insist upon or enforce your strict compliance with this agreement does not constitute a waiver of Shane Willard Ministries rights.

Terms and Conditions Exceptions

The following exceptions are permissible under this agreement:

1. Conversion of Physical Products
You may convert your physical product to its digital counterpart in order to backup your physical resource. Any products that you convert for backup-use are bound by the requirements of this terms of service agreement.
2. Products As Gifts
If you purchase a product for gift purposes, it is permissible under this agreement to assign your license of the product to another person. This transfer of your license means that you are no longer in possession of the resource in any manner or form.
3. Bible Studies
It is permissible to use resources for small-group Bible studies. The resource may be used for corporate listening or viewing, but may not be duplicated in any form (e.g. passing out duplications of the resource for the members attending the study).

Governing Law and Arbitration

Our resources are used voluntarily and at your own risk. Any legal issues arising from or related to your use of our resources shall be construed in accordance with the laws of the State of South Carolina, (USA), applicable to contracts entered into and wholly to be performed within that state. Any claim or controversy arising out of or relating to these Terms and Conditions and/or use of our resources shall be settled by binding, confidential arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any claim or controversy shall be arbitrated on an individual basis and shall not be combined with any other claim or controversy. The arbitration will take place in Charleston, South Carolina and judgment on the arbitration may be entered into any state or federal court in South Carolina having jurisdiction thereof. Any party seeking temporary or preliminary injunctive relief may do so in any state or federal court in South Carolina, USA, having jurisdiction thereof. Except as set forth above, the state and federal courts of South Carolina shall be the exclusive forum and venue to resolve any disputes out of or relating to these Terms and Conditions, use of the resources sold through Shane Willard Ministries. By purchasing a resource and thereby agreeing to these Terms and Conditions, users consent to personal jurisdiction and venue in the state and federal courts in South Carolina with respect to all such disputes.

Indemnity

By using our resources you hereby jointly and severally agree to indemnify, defend and hold harmless Shane Willard Ministries, its parent company, employees, officers, agents, directors, shareholders, information providers, licensors and licensees harmless from and against any and all liability, claims, damages and expenses (including reasonable attorney's fees and cost) arising out of the use of resources or any breach or alleged breach by you of these Terms and Conditions or your breach or alleged breach of the copyright, trademark, proprietary or other rights of third parties.

Miscellaneous

This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of the remaining provisions.

In the event of our failure to enforce strict adherence to the provisions of these Terms and Conditions shall not be construed as a waiver to any provision or right. Neither the course of conduct between parties nor trade practices shall act to modify any provisions of these Terms and Conditions. We reserve the right to impose limits or restrictions, change, suspend or discontinue any aspect of the purchase of resources from Shane Willard Ministries or service at any time without notice or liability. We also reserve the right to change system configurations, product specifications, upgrades, layouts, pricing, options or any other component at any time without notice or liability.