

SongSelect: Terms Of Use

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ACCEPTANCE OF TERMS

Welcome to the SongSelect Subscription Service, an online service of Christian Copyright Licensing, Inc. (CCLI). This service is subject to the following Terms of Use (TOU), and CCLI reserves the right to update the TOU at any time without notice to you. Your continued use of this Service after any update will show that you agree with the new terms.

DEFINITIONS

CCLI: Christian Copyright Licensing, Inc., an Oregon corporation with principal U.S. offices at 17201 NE Sacramento Street, Portland, Oregon 97230.

Church Copyright License : The non-commercial license which grants the licensee certain rights to reproduce Songs.

Chord Sheet: The typographical embodiment of the lyrics, chords and fret chord fingering of Songs.

Digital Fixations: The typographical embodiment of Songs that are downloaded by Churches in a Lyric Sheet, Lead Sheet, Chord Sheet, or Hymn Sheet format. This would also include new formats that may be added to the Service at future dates.

Hymn Sheet: The typographical embodiment of the lyrics, vocal lines (SATB), meter and chords of Songs.

Lead Sheet: The typographical embodiment of the lyrics, melody line, meter, chords and fret chord fingering of Songs.

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Lyric Sheet: The typographical embodiment of the lyrics of Songs.

Proprietary Rights: All copyrights, trademarks, trade secrets and other intellectual property and proprietary rights in and to the Service and documentation.

Service: The subscription for online access to and download of Digital Fixations of Songs.

Songs: The musical compositions which are the subject of the SongSelect Subscription issued by CCLI.

Subscriber: The church or other organization entering into these Terms of Use (TOU).

SUBSCRIPTION

As the subscriber, you purchase from CCLI (subject to these TOU) a non-exclusive, non-transferable subscription to use the Service for your own non-commercial ministry purposes.

TERM

The initial term shall be from the date of purchase to the next expiration date of your Church Copyright License, unless terminated earlier. Thereafter, this Service shall automatically renew for an indefinite number of annual terms, provided that neither you nor we have sent a written notice of non-renewal not less than thirty (30) nor more than sixty (60) days prior to any renewal term.

FEES

The annual renewal fee shall be due and payable prior to the beginning of any renewal term.

CONDITIONS

- This Service shall be in effect only if you have a current, valid Church Copyright License with CCLI. If your Church Copyright License expires or is terminated, then this Service shall be terminated and you will not be entitled to any refund.
- For up to 30 days following your original date of purchase, you may choose to discontinue the Service and receive a full refund, less \$1 for each Digital Fixation of Songs printed. If you choose to discontinue the Service after 30 days from your original date of purchase, you will receive no refund.
- You may use the Service and Digital Fixations only to further your own non-commercial ministerial purposes. Except as expressly authorized in this TOU, you will not rent, lease, sublicense, transmit, distribute, transfer, copy, assign, reproduce, display, modify or time-share the Service or allow any third party to use the Service.
- If you have chosen a SongSelect Subscription that grants the right to print Lead Sheet, Chord Sheet and/or Hymn Sheet Digital Fixations, you will be entitled to

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print the Lead Sheets, Chord Sheets and/or Hymn Sheets from a maximum of 200 Songs during each annual term of this Service.

- If you want to print from more than 200 Songs during your annual term, you may do so by paying a fee to CCLI in addition to the annual fee.
- The Service contains trade secrets and copyrighted materials, and all information is confidential. You will maintain and protect the confidentiality of the Service, including, but not limited to, activation codes and passwords. You will not make available any codes or passwords that allows access to the Service by anyone other than your church staff or volunteers.
- The Service is exclusive to your church. Access to the Service by anyone outside of your church constitutes an act of trespass.
- You are not entitled to receive or use any source codes to the Service.
- You will not remove or obscure any notice or legend in the Service.
- This Service shall be subject to all conditions, restrictions and limitations of the Church Copyright License as outlined in its Terms of Agreement.

DISCLAIMER OF WARRANTIES

CCLI makes no warranty, representation or promise not expressly set forth in this Service or in these TOU.

LIMITATION OF LIABILITY

CCLI's liability relating to this Service, subscription or documentation is limited to the total subscription fees paid. CCLI shall not in any case be liable for any other damages, lost profits or loss of data.

SUPPORT AND MAINTENANCE

During any term of this Service, CCLI shall support the Service in the following ways:

- Provide updates.
- Offer reasonable telephone support.
- If, in CCLI's sole opinion, it cannot reasonably remedy a nonconformity, CCLI may refund the renewal fee, terminating the Service with no further liability by CCLI.
- You will be eligible for the support described above only if you notify CCLI of the nonconformity within 30 days of the first occurrence and cooperate reasonably with CCLI.

CCLI is not liable for any delay in providing support caused by circumstances beyond CCLI's reasonable control.

CCLI's support obligations do not include:

- Service resulting from neglect, misuse or accidental damage.

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- Service resulting from unauthorized use.
- The use of the product except as provided within the confines of the Service.
- Support of hardware, operating systems or other software products.

RETENTION OF PROPRIETARY RIGHTS

CCLI retains all proprietary rights in and to the Service, including all related components, products, data and information.

SUBSTITUTIONS AND MODIFICATIONS

CCLI reserves the right to modify the Service at its sole discretion.

DEFAULT

You shall be in default of this Service if any of the following occur:

- Without notice, if you fail to pay, when due, any of the sums that you are obligated to pay.
- If you have materially breached any term of this Service and have failed to cure the breach within thirty (30) days of written notice by CCLI.

TERMINATION

CCLI may terminate this Service in the event of default by you, or in the event of the termination or expiration of the Church Copyright License between CCLI and you. Upon termination, you shall immediately discontinue use of the Service. All CCLI obligations will end upon termination of the Service, however termination does not necessarily relieve you from obligations.

INDEMNIFICATION

CCLI hereby undertakes to keep you at all times fully indemnified from all claims, actions, proceedings, liability, loss, damage, costs and expenses of any kind which you may directly or indirectly incur or suffer by reason of CCLI failing to perform any of CCLI's warranties, representations, undertakings, or obligations contained in this Agreement.

You hereby undertake to keep CCLI at all times fully indemnified from all claims, actions, proceedings, liability, loss, damage, costs and expenses of any kind which you may directly or indirectly incur or suffer by reason of you failing to perform any of your warranties, representations, undertakings, or obligations contained in this Agreement.

MISCELLANEOUS PROVISIONS

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Entire Agreement. This Service and the Church Copyright License constitute the complete and exclusive statement of the agreement between CCLI and you. This agreement supersedes all prior or contemporaneous agreements, written or oral, and all other representations and communications relating to the subject of this Service.

Non-Waiver. Failure by either party at any time to require performance of the other of any of the provisions of the Service, shall in no way affect either party's rights to enforce the same, nor shall any such waiver by either party of any breach be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Applicable Law. This Service is made and entered into in the State of Oregon. All of the terms and conditions set forth shall be governed by and construed in accordance with the laws of the State of Oregon, and Oregon shall be the jurisdiction for any actions or proceedings arising out of the Service.

Attorneys Fees. In the event the services of an attorney at law are necessary to enforce any of the terms of the Service or to resolve any disputes arising under the Service, the prevailing party shall be entitled to its attorney fees and costs from the losing party.

Severability. If any provision of the Service is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.