

**TERMS AND CONDITIONS &
ACCEPTABLE USE POLICY
PODCAST YOUR SERMONS.**

These terms and conditions (the "Agreement"), and any amendments to such, governs your participation as a user (the "Client") of the website or associate websites, products or services associated with www.PodcastYourSermons.com (the "Project"). The Client covenants and agrees as a condition precedent to accessing this website to be bound by this Agreement, as may be amended by PODCAST YOUR SERMONS ("PODCAST YOUR SERMONS"), a Service provided by Flashlight Media, LLC, from time to time.

1. DEFINITIONS

- 1.1. "Client" means any individual who is party to this Agreement personally, and/or through a representative or agent, including the person who completes this Agreement.
 - 1.1.1. No other person is authorized to access or discuss the client's account with PODCAST YOUR SERMONS, or request work, unless PODCAST YOUR SERMONS has received written or emailed authorization from the client for this additional person to have account access.
 - 1.1.2. The client who completes this form is fully responsible for all account charges incurred by anyone whom the client authorizes on the account.
- 1.2. "Website" means the website for Church Podcasting Services operated by PODCAST YOUR SERMONS and situated at www.PodcastYourSermons.com.
- 1.3. "Services" means providing multimedia hosting services (also commonly known as "podcasting", "sermon player", and "web hosting") described in the Order for the fees stated in the Order.
- 1.4. "PODCAST YOUR SERMONS" means all affiliates of PODCAST YOUR SERMONS; including all affiliates, directors, officers, employees, owners, agents, and Flashlight Media, LLC.

2. CHURCH MANAGEMENT SOFTWARE AND WEBSITE BUILDER

- 2.1. PODCAST YOUR SERMONS will permit the Client to participate in Church Podcasting Services, subject to compliance with the terms and conditions in this Agreement and Acceptable Use Policy by PODCAST YOUR SERMONS, from time to time, and incorporated by reference in this Agreement.
- 2.2. The Client will be issued a unique username and password to access portions of the Website, neither of which may be used by any person other than the Client. You must take reasonable security precautions. You must protect the confidentiality of your password, and you should change your password periodically. We recommend that you create a complex password which includes at least one symbol and a capital letter.
- 2.3. It is expressly agreed that the parties intend by this Agreement to establish a relationship between PODCAST YOUR SERMONS and the Client, but that it is not the intention of either party to undertake a joint venture or to make the Client in any sense an agent, employee, or partner of PODCAST YOUR SERMONS. The parties expressly agree that this Agreement does not in any way create a partnership, nor have the parties granted to each other any right or authority to assume or create any obligation of responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any manner whatsoever.
- 2.4. It is further agreed that the Client has no authority to create or assume in PODCAST YOUR SERMONS' name or on its behalf any obligation, express or implied, or to act or purport to act as its agent or representative for any purpose whatsoever and the Client shall not hold itself out as having any such authority.

3. ACCEPTABLE USE POLICY

- 3.1. Client agrees to use the service in compliance with applicable law and PODCAST YOUR SERMONS' Acceptable Use Policy (the "AUP"). Client agrees that PODCAST YOUR SERMONS may, in its reasonable commercial judgment consistent with industry standards, amend the AUP from time to time to further detail or describe reasonable restrictions and conditions on Client's use of the Services. Amendments to the AUP are effective on the earlier of PODCAST YOUR SERMONS' notice to Client that an amendment has been made, or the first day of any Renewal Term that begins subsequent to the amendment. In the event of a dispute between PODCAST YOUR SERMONS and Client regarding the interpretation of the AUP, PODCAST YOUR SERMONS' commercially reasonable interpretation of the AUP shall govern.
- 3.2. Client agrees that the following uses are not acceptable uses under the AUP. The following list is nonexclusive, and PODCAST YOUR SERMONS reserves the right to amend this list at any time at its sole discretion. You may not publish or transmit via PODCAST YOUR SERMONS' service any content that PODCAST YOUR SERMONS reasonably believes:
 - 3.2.1. Constitutes child pornography;
 - 3.2.2. Constitutes pornography;
 - 3.2.3. Is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech; Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
 - 3.2.4. Is defamatory or violates a person's privacy;
 - 3.2.5. Creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement;
 - 3.2.6. Improperly exposes trade secrets or other confidential or proprietary information of another person;
 - 3.2.7. Is intended to assist others in defeating technical copyright protections;
 - 3.2.8. Infringes on another person's trademark, service mark, copyright, patent, or other property right;
 - 3.2.9. Promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;

- 3.2.10. Is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to PODCAST YOUR SERMONS;
- 3.2.11. or Is otherwise malicious, fraudulent, discriminatory or may result in retaliation against PODCAST YOUR SERMONS by offended viewers.
- 3.2.12. Is directly opposed to or contrary to the religious and moral principles or beliefs of PODCAST YOUR SERMONS and its users.
- 3.3. Excessive Utilization of Network Resources
 - 3.3.1. The excessive use or abuse of PODCAST YOUR SERMONS' network resources by one subscriber may have a negative impact on all other subscribers. You may not use the Service or take any action that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in PODCAST YOUR SERMONS' sole discretion. Such prohibited actions include, but are not limited to:
 - 3.3.1.1. Using the Service to host a website which attracts excessive traffic, or excessive storage usage.
 - 3.3.1.2. In the event that PODCAST YOUR SERMONS detects excessive use by you, PODCAST YOUR SERMONS may restrict your access to PODCAST YOUR SERMONS' network, increase the fees associated with your Service, including upgrading you to a higher class of Service, or terminate your Service.
- 3.4. PODCAST YOUR SERMONS is under no duty, and does not by this AUP undertake a duty, to monitor or police our Clients' activities and disclaims any responsibility for any misuse of the PODCAST YOUR SERMONS network.
- 3.5. You may not engage in illegal, abusive, or irresponsible behavior, including, but not limited to: Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures (including those belonging to PODCAST YOUR SERMONS and its Clients) without express authorization of the owner of the system or network; Monitoring data or traffic on any network or system without the authorization of the owner of the system or network; Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; Use of an Internet account or computer without the owner's authorization, including, but not limited to Internet scanning (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning; Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting; or Any conduct that is likely to result in liability against the PODCAST YOUR SERMONS' network.
- 3.6. Client agrees to not use the PODCAST YOUR SERMONS trade name or trademark in any way whatsoever without PODCAST YOUR SERMONS' express written authorization. Client acknowledges that use of the PODCAST YOUR SERMONS name without its written consent is strictly prohibited.

4. ACCOUNT CHARGES AND BILLING

- 4.1. PODCAST YOUR SERMONS may but are not required to, upon request, provide free estimates, free proposals, a one-hour free consultation for new clients, and up to two hours per year of free tech support for hosting clients.
- 4.2. Any feature or specification not explicitly included in a written Order or estimate provided by PODCAST YOUR SERMONS is not included in the price quoted. If Client requests a feature or specification, PODCAST YOUR SERMONS may choose to create it at no additional cost, choose to create it at an agreed upon cost to Client, or choose not to fulfill Client's request.
- 4.3. Payments made to PODCAST YOUR SERMONS are not refundable. If a payment is bounced, refused, canceled, or charged back for any reason, a \$50 charge will be added to the client's account and Client remains liable for entire account balance.
- 4.4. Fees are payable in advance on the first day of each billing cycle. Client's billing cycle shall be monthly or annually as indicated on the Order, beginning on the Service Commencement Date. PODCAST YOUR SERMONS may require payment for the first billing cycle before beginning service. **Past due balances accrue finance charges at the rate of 2% per month until the balance is paid in full.**
- 4.5. If the Order provides for credit/debit card billing, Client authorizes PODCAST YOUR SERMONS to bill subsequent fees to the credit/debit card 30 days prior or after the first day of each successive billing cycle during the Term of this Agreement; otherwise PODCAST YOUR SERMONS will invoice Client via electronic mail to the Primary Client Contact listed on the Order. Invoiced fees may be issued on or before the 1st day of each billing cycle, and the fees shall be due on the 14th day following invoice date, but in no event earlier than 30 days prior each billing cycle. Payments must be made in United States dollars. Client is responsible for providing PODCAST YOUR SERMONS with changes to billing information (such as credit card expiration, change in billing address). Fees not disputed within thirty (30) days of due date are conclusively deemed accurate.
- 4.6. While an account is past due, client's access to their account may be disabled without notice. Client agrees to pay PODCAST YOUR SERMONS' reasonable reinstatement fee of the following: \$50.00 up to 60 days past due, \$100.00 over 60 days past due, following a suspension of service for non-payment, and to pay PODCAST YOUR SERMONS' reasonable costs of collection of overdue amounts, including collection agency fees, attorney fees and court costs
- 4.7. **I hereby authorize Podcast Your Sermons to charge my provided credit card the balance currently due on my account automatically thirty (30) days prior to renewal.**
- 4.8. Being the authorized cardholder or the Client, by completing the Get Started Form I understand and agree to the terms set forth in this agreement, agree to pay, and specifically authorize to charge my credit card for the services provided. I further agree that in the event my credit card becomes invalid, I will provide a new valid credit card upon request, to be charged for the payment of any outstanding balances owed. I furthermore confirm that I have received all services and goods to satisfactory conditions.

5. FEE INCREASE

- 5.1. PODCAST YOUR SERMONS may increase its fees for services by giving notice to Client of the new fees at least sixty (60) days in advance, and if Client does not give a notice of cancellation as provided in Section 16 below, the Client shall be deemed to have accepted the new fee structure.

6. GUARANTEES AND DISCLAIMERS

- 6.1. Should the client, or anyone not affiliated with PODCAST YOUR SERMONS, make any changes to the project or to the server on which the project resides, or upload any files to the server where the project resides, we shall disclaim all responsibility for any problems with the appearance and functionality of the project, including typos, code errors, etc. Time spent addressing these and any other website issues will be billed at our current hourly rate.
- 6.2. The client is responsible for notifying PODCAST YOUR SERMONS via email if the client makes any change to the website code. If the client changes website code without informing us, we may overwrite or correct those changes, intentionally or inadvertently, and this may cause extra expense to the client.

7. PROJECT OWNERSHIP

- 7.1. PODCAST YOUR SERMONS may utilize code, images, or other products previously created or obtained by PODCAST YOUR SERMONS. Any such products are, and shall remain, the exclusive property of PODCAST YOUR SERMONS or their owner, although the client shall have license to display and utilize such items solely on the project we create for them. PODCAST YOUR SERMONS retains full ownership of products that it owns, and the exclusive right to copy, implement, distribute, modify, and sell them.
- 7.2. The Client guarantees that PODCAST YOUR SERMONS has full ownership or right to use any text, images, etc. that the client provides for the project. We are not responsible for any liability arising from the use of copyrighted or trademarked items on the client's website.
- 7.3. PODCAST YOUR SERMONS reserves the right to display the client's name and a screenshot of the project on its website.

8. FRAUD

- 8.1. If PODCAST YOUR SERMONS determines, in its sole discretion, that the Client's account in Church Podcasting Services has been used in a manner which PODCAST YOUR SERMONS considers to be fraudulent or which might bring the reputation or standing of PODCAST YOUR SERMONS into disrepute either with the general public or with the Clients or potential Clients of PODCAST YOUR SERMONS, or otherwise that the Client has engaged in activities which might be considered fraudulent, PODCAST YOUR SERMONS may but will not be obligated to (a) suspend or terminate the Client's membership or contract in Church Podcasting Services, without notice and (b) release to any third party, information relating to the identity and location of the Client if required to do so in order to enforce these terms and conditions.

9. DMCA COPYRIGHT INFRINGEMENT TAKEDOWN NOTICE

- 9.1. We will respond to legitimate requests under the Digital Millennium Copyright Act ("DMCA"), and we retain the right to remove user content on PODCAST YOUR SERMONS that we deem to be infringing the copyright of others. If you become aware of user content on PODCAST YOUR SERMONS that infringes your copyright rights, you may submit a properly formatted DMCA request (see 17 U.S.C. § 512) to PODCAST YOUR SERMONS.
- 9.2. Misrepresentations of infringement can result in liability for monetary damages. You may want to consult an attorney before taking any action pursuant to the DMCA. Any DMCA request should be sent to this contact information:
- 9.3. Copyright Agent
 - 9.3.1. Taylor Law Offices, PLLC
1112 W. Main St. Ste. 101
Boise, ID 83702
- 9.4. Please send our Copyright Agent the following information:
 - 9.4.1. The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
 - 9.4.2. Identification of the copyrighted work claimed to have been infringed, or a representative list of such works;
 - 9.4.3. The URL or Internet location of the materials claimed to be infringing or to be the subject of infringing activity, or information reasonably sufficient to permit us to locate the material;
 - 9.4.4. Your name, address, telephone number and email address;
 - 9.4.5. A statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent or the law; and
 - 9.4.6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.
- 9.5. If we remove your user content in response to a copyright or trademark notice, we will notify you via PODCAST YOUR SERMONS' email system and offer to provide you with a copy of the notice. If you believe your user content was wrongly removed due to a mistake or misidentification of the material, you can file a counter-notice with us that includes the required information under 17 U.S.C. § 512(g)(3).
- 9.6. Upon receiving a counter-notice we will forward it to the complaining party and tell them we will restore your content within 10 business days. If that party does not notify us that they have filed an action to enjoin your use of that content on PODCAST YOUR SERMONS before that period passes, we will consider restoring your user content to the site.
- 9.7. It is PODCAST YOUR SERMONS' policy to close the accounts of users we identify as repeat infringers. We apply this policy at our discretion and in appropriate circumstances, such as when a user has repeatedly been charged with infringing the copyrights or other intellectual property rights of others.

10. THIRD PARTY RELATIONSHIPS

- 10.1. PODCAST YOUR SERMONS' hosting accounts include third-party software. Such software is developed and supported by third parties independent of PODCAST YOUR SERMONS, and makes no guarantees about the functionality or reliability of such software. PODCAST YOUR SERMONS does not provide free tech support for such software.

11. COVENANTS, REPRESENTATIONS AND WARRANTIES

- 11.1. The Client represents and warrants that:
 - 11.1.1. It is at least 18 years of age and it has the authority and capacity to enter into and to be bound by this Agreement;
 - 11.1.2. none of the Client's information contains false or deceptive material; and
 - 11.1.3. it is not now a party to any agreement or business relationship which may conflict with this Agreement.
- 11.2. The Client covenants and agrees that:
 - 11.2.1. it will, at all times, comply with all laws applicable in the jurisdiction where the Client is situated or where the Client directly or indirectly conducts its business;
 - 11.2.2. it will not enter into any agreement or business relationship or otherwise incur any obligation which might, in the opinion of PODCAST YOUR SERMONS, conflict with this Agreement;
 - 11.2.3. it will, at all times, comply with the terms of this Agreement, and the PODCAST YOUR SERMONS Policies, as updated, amended and replaced by PODCAST YOUR SERMONS, from time to time, in its sole discretion;
 - 11.2.4. it will not, without the express written consent of PODCAST YOUR SERMONS, use or permit any person for who it is in law responsible to use any third-party trade-names or trade-marks;
 - 11.2.5. it will at all times comply with the terms and conditions of any agreement in which the Client elects to participate; and
 - 11.2.6. it will, at all times and from time to time provide PODCAST YOUR SERMONS with written confirmation of a valid physical address, telephone number, electronic mail address and such other identifying or financial information as PODCAST YOUR SERMONS may reasonably require.

12. INDEMNIFICATION

- 12.1. The Client covenants and agrees to indemnify and save harmless PODCAST YOUR SERMONS and their respective directors, officers, employees, and affiliates including Flashlight Media, LLC (collectively, the "Indemnified Group") from and against any and all claims or judgments, including all associated legal fees, expenses and disbursements actually incurred, arising out of any breach of this Agreement or the exercise by the Client of any right under this Agreement or any act or omission of the Client, a Sub-Client or anyone for whom the Client is in law responsible, including without limitation any damages, losses, special, consequential or otherwise, arising in any manner (including those arising from or incidental to any liability or other lawsuit, claim, demand or other action brought) as a consequence of any act or omission of the Client or any person for whom the Client is in law responsible, whether or not the Indemnified Group or any of them are named as a party defendant in any such proceedings and whether or not the Indemnified Group or any of them are alleged to be negligent or otherwise responsible for any damage or injury to persons or property. The obligation of the Client to defend and indemnify as set out in this paragraph will survive termination of this Agreement for any reason and will not be otherwise limited by any other term or condition of this or any Agreement.
- 12.2. Client has the responsibility and obligation of immediately notifying PODCAST YOUR SERMONS of any potential lawsuit, actual lawsuit, violation of law, legality issues or any violation of code which would impact PODCAST YOUR SERMONS or another Client in any way within five (5) business days or the nondisclosing party takes 100% liability and obligation for any and all damages, costs, attorney fees and any other such liability regardless of any liability on PODCAST YOUR SERMONS' part.

13. DISCLOSURE OF INFORMATION

- 13.1. PODCAST YOUR SERMONS or its directors, may, from time to time, disclose to the Client certain information relating to PODCAST YOUR SERMONS' business; business and marketing plans, strategies and methods which may not be standard industry practice or which are not generally known in the industry; or studies, charts, plans, tales or compilations of business and industrial information acquired or prepared by or on behalf of PODCAST YOUR SERMONS (all collectively referred to as the "Confidential Information"). The Client acknowledges that Confidential Information will be provided at the sole discretion of PODCAST YOUR SERMONS, and nothing in this Agreement obligates PODCAST YOUR SERMONS, its directors, agents or employees to disclose or grant to the Client access to any Confidential Information.
- 13.2. Unless expressly authorized in writing by PODCAST YOUR SERMONS, the Client covenants and agrees:
 - 13.2.1. The Client acknowledges that PODCAST YOUR SERMONS remains the sole and exclusive owner of all right, title and interest in and to the Confidential Information. The Client agrees that the Confidential Information will not be copied or otherwise reproduced without the express prior written consent of PODCAST YOUR SERMONS.
- 13.3. The Client acknowledges and agrees that:
 - 13.3.1. the provisions of this Section and the Client's agreement with the same are of the essence and constitute a material inducement to PODCAST YOUR SERMONS to enter into this Agreement;
 - 13.3.2. the provisions of this Section shall be construed independently of any other provision of this Agreement, and the existence of any claim or cause of action the Client may have against PODCAST YOUR SERMONS, whether predicated on this Agreement

or otherwise, shall not constitute a defense to the enforcement by PODCAST YOUR SERMONS of the provisions of this Section;

13.3.3. that any breach of this Section would cause irreparable harm to PODCAST YOUR SERMONS for which damages might not be an adequate remedy, and the Client therefore agrees that in the event of any such breach PODCAST YOUR SERMONS will be entitled to seek, in addition to any other right accruing to PODCAST YOUR SERMONS under this Agreement or otherwise in law or equity, injunctive relief against the Client without the necessity of proving actual damages; and

13.3.4. notwithstanding any other provision of this Agreement, this Section shall survive the termination of this Agreement, however caused.

13.3.5. The Client agrees to indemnify and save harmless PODCAST YOUR SERMONS against any and all loss, costs or expenses, inclusive of court costs and legal/attorney fees, which PODCAST YOUR SERMONS may incur as the direct or indirect result of any unauthorized disclosure of the Confidential Information by the Client or any person for whom the Client is responsible, in law.

14. DISCLAIMER AND LIMITATION OF LIABILITY AND DAMAGES

14.1. PODCAST YOUR SERMONS disclaims any and all warranties, conditions, representations, indemnities and guarantees with respect to any matter, whether express or implied (including without limitation any warranty of profitability, satisfactory quality, merchantability, fitness for any particular purpose, title and non-infringement).

14.2. PODCAST YOUR SERMONS DOES NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. TO THE EXTENT PERMITTED BY APPLICABLE LAW. ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

14.3. Notwithstanding any other provision of this Agreement, PODCAST YOUR SERMONS additionally disclaims all obligations and liabilities on the part of PODCAST YOUR SERMONS and those for whom it is in law responsible for any damages, including, but not limited to, indirect, special, and consequential damages, attorneys' and experts' fees, and court costs (even if PODCAST YOUR SERMONS has been advised of the possibility of such damages, fees or costs), arising out of or in connection with this Agreement.

14.4. In no circumstance will PODCAST YOUR SERMONS be liable to the Client for any consequential, indirect, special, punitive or incidental damages or lost profits of the Client or the Client's successors or assigns (including without limitation claims for loss of goodwill, use of or reliance on the services provided hereunder, stoppage of other work or impairment of other assets) arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise. Without limiting the foregoing, PODCAST YOUR SERMONS will not be liable for any failure or delay resulting from any governmental action, fire, flood, material shortage, transportation interruption of any kind, defects, product defects of any kind, work slowdown, actions or inaction of Client or third parties, Client's equipment or software and/or any third party equipment or any other condition affecting production or delivery in any manner beyond the control of PODCAST YOUR SERMONS.

14.5. Client has the responsibility and obligation of immediately notifying PODCAST YOUR SERMONS of any potential lawsuit, actual lawsuit, violation of law, legality issues or any violation of code which would impact PODCAST YOUR SERMONS or another Client in any way within five (5) business days or the nondisclosing party takes 100% liability and obligation for any and all damages, costs, attorney fees and any other such liability regardless of any liability on PODCAST YOUR SERMONS' part.

14.6. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, OR FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY THE USE OF REASONABLE DILIGENCE, ARISING IN CONNECTION WITH THE AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF Flashlight Media, LLC AND ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL BE A PAYMENT OF MONEY NOT TO EXCEED THE AMOUNT PAYABLE BY CLIENT FOR THREE MONTHS OF SERVICE.

15. TERM

15.1. The service term of the Agreement shall begin on the date the Client completes the Get Started Form (the "Service Commencement Date"). Term automatically renews annually from the Service Commencement Date unless terminated in accordance with the following section.

16. TERMINATION

16.1. Client agrees that PODCAST YOUR SERMONS may suspend services to Client without notice and without liability if: (i) PODCAST YOUR SERMONS reasonably believes that the services are being used in violation of the AUP; (ii) Client fails to cooperate with any reasonable investigation of any suspected violation of the AUP; (iii) PODCAST YOUR SERMONS reasonably believes that the suspension of service is necessary to protect its network or its other Clients, or (iv) as requested by a law enforcement or regulatory agency.

16.1.1. Client shall pay PODCAST YOUR SERMONS' reasonable reinstatement fee of \$ 100.00 if service is reinstated following a suspension of service under this subsection.

16.2. Client must provide cancellation notice at least thirty (30) days prior to the automatic yearly renewal date.

16.3. The Agreement may be terminated by Client without further notice and without liability if PODCAST YOUR SERMONS fails in a material way to provide the service in accordance with the terms of the Agreement and does not cure the failure within ten (10) days of Client's written notice describing the failure in reasonable detail.

- 16.4. The Agreement may be terminated by PODCAST YOUR SERMONS prior to the expiration of the Initial Term or any Renewal Term without further notice and without liability as follows:
- 16.4.1. Upon ten (10) days-notice if Client is overdue on the payment of any amount due under the Agreement;
 - 16.4.2. Client materially violates any other provision of the Agreement, including the AUP, and fails to cure the violation within fourteen (14) days of a written notice from PODCAST YOUR SERMONS describing the violation in reasonable detail;
 - 16.4.3. Upon one (1) days-notice if Client's Service is used in violation of a material term of the AUP more than once, or
 - 16.4.4. Upon one (1) days-notice if Client violates Section 11 (Client Information) of this Agreement.
- 16.5. Either party may terminate this agreement upon ten (10) days advance notice if the other party admits insolvency, makes an assignment for the benefit of its creditors, files for bankruptcy or similar protection, is unable to pay debts as they become due, has a trustee or receiver appointed over all or a substantial portion of its assets, or enters into an agreement for the extension or readjustment of all or substantially all of its obligations.

17. GENERAL

- 17.1. The Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Idaho, excluding its conflict of law rules. The Client agrees to the exclusive jurisdiction of the courts of Idaho, county of Ada, with respect to any dispute arising as a direct or indirect consequence of this Agreement.
- 17.2. From time to time, PODCAST YOUR SERMONS may amend, supplement or replace this Agreement or the PODCAST YOUR SERMONS Policies in part or in whole, with no Notice to the Client. If the Client has not terminated this Agreement, the Client will be deemed to have consented to the same.
- 17.3. Any notice or other communication ("Notice") permitted or required by this Agreement by PODCAST YOUR SERMONS will be in writing and given by personal delivery or transmitted by facsimile or electronic mail to the receiving party at the address on file for the Client or the physical or electronic mail of the upper management of PODCAST YOUR SERMONS. Any such Notice will be deemed to have been received on the date on which it was transmitted by facsimile or delivered or received by physical mail.
- 17.4. No term or condition of this Agreement will be deemed waived and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by the non-breaching party.
- 17.5. In the event that any term, covenant, provision or condition of this Agreement is declared indefinite, invalid, illegal or unenforceable by a court having jurisdiction, then this Agreement with respect to the remaining terms, covenants, provisions, or conditions will continue in force and effect and the indefinite, invalid, illegal or unenforceable term shall be rewritten as closely as possible while still being enforceable, if possible, if not, then it shall be struck.
- 17.6. This Agreement will inure to the benefit of and be binding upon the respective successors, heirs and assigns of PODCAST YOUR SERMONS and the Client.
- 17.7. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement, supersedes any previous or contemporaneous representations, negotiations, understandings, and agreements, oral or written. It serves as an amendment to any other written, and only written, agreement between the parties.

If you have questions about these Terms and Conditions or the practices of this site, please contact:

PODCAST YOUR SERMONS at (888) 879-5171
or via email: Mark@PodcastYourSermons.com

By checking the box on our Get Started Form, you are agreeing to this Acceptable Use Policy / Terms of Service.

PODCAST YOUR SERMONS RESERVES THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME.

ALL CHANGES WILL BE POSTED TO THIS PAGE.

THANK YOU AND WELCOME TO PODCAST YOUR SERMONS

Last Updated: July 25, 2019