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By using or accessing the App you agree to these Terms, as updated from time to time in accordance with Section 7 below. Use of App is also governed by our Privacy Policy, which is incorporated into this agreement by this reference. If you do not want to agree to these Terms, you must not access or use the App.

1. **Purpose**. The App provides bible-study services for pastors, lay leaders, and others actively seeking a deeper understanding of the scriptures. Users are able to read up to seven versions at the same time while also having Greek and Hebrew word studies plus exegetic helps. We provide the application for your personal use only. We permit Users who agree to these Terms of Use to view the application's content and utilize its services.

- 2. **Prohibited Conduct.** You agree not to:
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 - B. Violate or encourage others to violate our rights or the rights of third parties, including intellectual property rights;
 - C. Interfere in any way with security-related features of the App;
 - D. Access, monitor or copy any content or information of the App using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission; and
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6. Termination. If you violate these Terms, your permission to use our App will automatically terminate. In addition, we, in our sole discretion, may terminate your access to the App.

7. Modification of the Terms. We reserve the right at any time to modify these Terms and to impose new or additional terms or conditions on your use of our App. Such modifications and additional terms and conditions will be effective immediately upon notice. We will make reasonable efforts to notify you of any material changes to the Terms, including by posting a notice to our App. Your continued use of the Services following notice will be deemed acceptance of any modifications to the Terms.

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9. Limitation of Liability. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, DIRECT, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations or the disclaimer of warranties in Section 8 may not apply to you. **10. Indemnification.** You agree that you will be personally responsible for your use of our Site, and you agree to defend, indemnify, and hold us, our officers, directors, employees, consultants, affiliates, subsidiaries, and agents, harmless from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of our Site; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third party right, including any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

11. Governing Law. These Terms are governed by the laws of the State of California without regard to conflict of law principles.

12. General.

- A. <u>Entire Agreement</u>. These Terms, together with the Privacy Notice, constitute the entire and exclusive understanding and agreement between you and us regarding your use of and access to the Site, and except as expressly permitted above, may only be amended by a written agreement signed by authorized representatives of the parties.
- B. <u>No Waiver</u>. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- C. <u>Paragraph Headers</u>. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.
- D. <u>Severability</u>. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.
