

TheBible.org Terms of Use Agreement

Effective May 23, 2016

1) Who We Are.

TheBible.org is a US nonprofit organization based in Los Gatos, California, USA. It is the developer of TheBible.org apps (for iOS and Android) and TheBible.org website.

2) Definitions.

The term “application” as used herein refers to TheBible.org apps and website. The terms “we” and “us” as used herein refer to TheBible.org organization. The terms “you” and “User” as used herein refer to all individuals and/or entities accessing the application for any reason.

3) Modifications.

We reserve the right to modify these Terms of Use and any policies affecting the application. Any modification is effective as of the beginning of the calendar month following the earlier of:

- a) The posting of the changes or new terms in the application;
- b) The distribution via electronic mail of the changes or new terms; or
- c) The distribution by conventional mail of the changes of new terms.

Your continued use of the application for more than 30 days following the effective date of any modification of these Terms of Use shall be conclusively deemed an acceptance of all such modifications.

It is therefore important that you review this agreement regularly. To report violations of the Agreement or to ask questions, contact legal@TheBible.org.

4) Purpose.

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.

5) Content and Restrictions.

The application contains information, text, files, images, works of authority, and other content.

Content by TheBible.org is protected by copyright, trademark, patent, and trade-secret laws. TheBible.org owns and retains all rights in its content. We grant you a limited, revocable, nonsublicensable license to access and display the application content

(excluding any software code) for your personal, non-commercial use in connection with utilizing the application.

Except as explicitly and expressly permitted by us, you are strictly prohibited from creating works or materials that derive from or are based on the design elements, branding, and trade dress of TheBible.org.

The application also contains content of users and Licensors. Specifically, the application displays numerous copyrighted bible versions (e.g. NIV, NASB, ESV). These materials are protected by copyright law. Copyrights in the bible versions are owned by the copyright owners. You agree you will not copy, download, stream capture, reproduce, duplicate, archive, upload, modify, translate, publish, broadcast, transmit, retransmit, distribute, perform, display, sell, or otherwise use of these copyrighted works without prior approval of owner of the copyrighted material. We provide links to the version publishers within the application.

6) Cancellations.

We reserve the right to cancel your right to use this application at any time without notice or cause.

7) Disclaimer.

WE PROVIDE THEBIBLE.ORG ON AN “AS IS” BASIS, AND MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE OPERATION OF THE APPLICATION OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED IN THIS APPLICATION. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE. WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS APPLICATION, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

8) Applicable Law.

The laws of the state of California will govern these disclaimers, terms, conditions, and notices.

9) Links.

This application may contain links to external websites. We are not responsible for either the privacy practices or content of such external websites.

10) Privacy.

Use of TheBible.org is also governed by our Privacy Policy, which is incorporated into this agreement by this reference.

11) Indemnity.

You agree to indemnify and hold us, its affiliated companies, subcontractors and other partners, and their respective officers, agents, partners, and employees, harmless from any loss, liability, claim, or demand, including, but not limited to, reasonable attorneys' fees, made by any third party due to or arising out of your use of the application, your breach of the terms of use, your violation of any rights of another or any content that you post or otherwise submit using the application.

12) Notice and Procedures for Making Claims of Copyright or Other Intellectual Property Infringements

We respect the intellectual property of others and take the protection of copyrights and all other intellectual property very seriously, and we ask our users to do the same. We therefore employ measures to prevent copyright and other intellectual property infringement in the application. Pursuant to Title 17, United States Code, Section 512(c)(2), if you believe that your work has been copied in a way that constitutes copyright or other intellectual property infringement, please send a written notification to the following Designated Agent:

Peter Coad, legal@TheBible.org

Under Title 17, United States Code, Section 512(c)(3)(A), to be effective the notification must include substantially the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed;
- Identification of the copyrighted work or other intellectual property that you claim has been infringed, or if multitude copyrighted works or other intellectual property on this Application are covered by the notice, a representative list of such works;
- Identification of the material that you claim is infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as your name, address, telephone number and email address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright or other intellectual property owner, its agent, or the law; and
- A statement by you that the notification is accurate, and under penalty of perjury, that you are the copyright or other intellectual property owner or authorized to act on the copyright or other intellectual property owner's behalf.

13) General.

These Terms of Use constitute the entire agreement between you and us with respect to this application. Failure by us to enforce any provision of these Terms of Use shall not be construed as a waiver of any provision of right. You are prohibited from engaging in, suggesting or encouraging illegal activity in connection with our application and we will cooperate with law enforcement officials as appropriate. In the event that any portion of these Terms of Use is held unenforceable, the enforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provision shall remain in full force and effect.