

TERMS OF SERVICE

Dated: December 1, 2020

Introduction

Thank you for using the NAMBFLIX platform and the products, services and features we make available to you as part of the platform (collectively, the “Service”). The entity providing the Service is The North American Mission Board of the Southern Baptist Convention, Inc., a nonprofit corporation organized under the laws of the State of Georgia (referred to as “NAMB”, “we”, “us”, or “our”). Your use of the Service is subject to these terms, which may be updated from time to time (this “Agreement”).

Who may use the Service?

You must be at least 13 years old to use the Service. If you are using the Service on behalf of a company or organization, you represent that you have authority to act on behalf of that entity, and that such entity accepts this Agreement.

Your Use of the Service

Content on the Service

The content on the Service includes videos, audio, graphics, photos, text, branding, interactive features, software, metrics, and other materials whether provided by you, NAMB or a third-party (collectively, “Content”). Content is the responsibility of the person or entity that provides it to the Service. NAMB is under no obligation to host or serve Content.

Permissions and Restrictions

You may access and use the Service as made available to you, as long as you comply with this Agreement and applicable law. You may view or listen to Content for your personal, non-commercial use. The following restrictions apply to your use of the Service. You are not allowed to access, reproduce, download, distribute, transmit, broadcast, display, sell, license, alter, modify or otherwise use any part of the Service or any Content except: (a) as expressly authorized by the Service; or (b) with prior written permission from NAMB and, if applicable, the respective rights holders. Using the Service does not give you ownership of or rights to any aspect of the Service, including user names or any other Content posted by others or NAMB.

Your Content and Conduct

Uploading Content

If you choose to upload Content, you must not submit to the Service any Content that does not comply with this Agreement or the law. For example, the Content you submit must not include third-party intellectual property (such as copyrighted material) unless you have permission from that party or are otherwise legally entitled to do so. You are legally responsible for the Content you submit to the Service.

Rights you Grant

You retain ownership rights in your Content. However, we do require you to grant certain rights to NAMB and other users of the Service, as described below.

License to NAMB

By providing Content to the Service, you grant to NAMB a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use that Content (including to reproduce, distribute, prepare derivative works, display and perform it) in connection with the Service and NAMB’s (and its successors’ and affiliates’) business, including for the purpose of promoting and redistributing part or all of the Service.

License to Other Users

You also grant each other user of the Service a worldwide, non-exclusive, royalty-free license to access your Content through the Service, and to use that Content, including to reproduce, distribute, prepare derivative works, display, and perform it, only as enabled by a feature of the Service (such as video playback or embeds). For clarity, this license does not grant any rights or permissions for a user to make use of your Content independent of the Service.

Duration of License

The licenses granted by you continue for a commercially reasonable period of time after NAMB receives from you a written request that NAMB remove or delete your Content from the Service. You understand and agree, however, that NAMB may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted.

Removal of Your Content

You may remove your Content from the Service by contacting NAMB. You must immediately remove your Content if you no longer have the rights required by these terms. If we believe that any Content (1) is in breach of this Agreement, (2) may cause harm to NAMB, our users, or third parties, (3) is inconsistent with the ministry or exempt status of any party to this Agreement, or (4) in the reasonable and good faith opinion of NAMB, brings reproach upon the name of Christ, then we may remove or take down that Content in our discretion.

Copyright Protection and DMCA Notices

NAMB complies with the provisions of the Digital Millennium Copyright Act (DMCA). If you have a concern regarding the use of copyrighted material on NAMBFLIX, on any portion of this website, or on any other website owned by NAMB, please contact the following agent designated to respond to reports alleging copyright infringement:

North American Mission Board
Attn: George H. McCallum, General Counsel
4200 North Point Pkwy.
Alpharetta, Georgia 30022-4176
legal@namb.net
770-410-6470

Terminations and Suspensions by NAMB

NAMB may suspend or terminate your access to all or part of the Service if (a) you materially or repeatedly breach this Agreement; (b) we are required to do so to comply with a legal requirement or a court order; (c) we believe there has been conduct that creates (or could create) liability or harm to any user, other third party, or NAMB; or (d) if NAMB believes, in its sole discretion, that provision of the Service is no longer effective, worthwhile, or viable.

Other Legal Terms**Warranty Disclaimer**

OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND NAMB DOES NOT MAKE ANY SPECIFIC COMMITMENTS OR WARRANTIES ABOUT THE SERVICE. FOR EXAMPLE, WE DON'T MAKE ANY WARRANTIES ABOUT: (A) THE CONTENT PROVIDED THROUGH THE SERVICE; (B) THE SPECIFIC FEATURES OF THE SERVICE, OR ITS ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS; OR (C) THAT ANY CONTENT YOU SUBMIT WILL BE ACCESSIBLE ON THE SERVICE.

Limitation of Liability

EXCEPT AS REQUIRED BY APPLICABLE LAW, NAMB, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS; LOSS OR CORRUPTION OF DATA; INDIRECT OR CONSEQUENTIAL LOSS; PUNITIVE DAMAGES CAUSED BY:

1. ERRORS, MISTAKES, OR INACCURACIES ON THE SERVICE;
2. PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR USE OF THE SERVICE;
3. ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE;
4. ANY INTERRUPTION OR CESSATION OF THE SERVICE;
5. ANY VIRUSES OR MALICIOUS CODE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY;
6. ANY CONTENT WHETHER SUBMITTED BY A USER OR NAMB, INCLUDING YOUR USE OF CONTENT; AND/OR
7. THE REMOVAL OR UNAVAILABILITY OF ANY CONTENT.

THIS PROVISION APPLIES TO ANY CLAIM, REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. NAMB AND ITS AFFILIATES' TOTAL LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATING TO THE SERVICE IS LIMITED TO THE GREATER OF: (A) THE AMOUNT OF REVENUE THAT NAMB HAS PAID TO YOU FROM YOUR USE OF THE SERVICE IN THE 12 MONTHS BEFORE THE DATE OF YOUR NOTICE, IN WRITING TO NAMB, OF THE CLAIM; AND (B) USD \$500.

Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless NAMB, its affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Service.

Third-Party Links

The Service may contain links to third-party websites and online services that are not owned or controlled by NAMB. NAMB has no control over, and assumes no responsibility for, such websites and online services. Be aware when you leave the Service; we suggest you read the terms and privacy policy of each third-party website and online service that you visit.

About This Agreement

Modifying this Agreement

We may modify this Agreement, for example, to reflect changes to our Service or for legal, regulatory, or security reasons. If you do not agree to the modified terms, you should remove any Content you have uploaded and discontinue your use of the Service.

Continuation of this Agreement

If your use of the Service ends, the following terms of this Agreement will continue to apply to you: "Other Legal Terms", "About This Agreement", and the licenses granted by you will continue as described under "Duration of License".

Severance

If it turns out that a particular term of this Agreement is not enforceable for any reason, this will not affect any other terms.

No Waiver

If you fail to comply with this Agreement and we do not take immediate action, this does not mean that we are giving up any rights that we may have (such as the right to take action in the future).

Interpretation

In these terms, "include" or "including" means "including but not limited to," and any examples we give are for illustrative purposes.

Governing Law and Arbitration

All claims arising out of or relating to these terms or the Service will be governed by Georgia law, except Georgia's conflict of laws rules. Consistent with Matthew 18, any claim or dispute between the parties concerning questions of law or fact or both arising out of or relating to this Agreement, its interpretation or performance, or its alleged breach, which is not disposed of by agreement of the parties, shall be resolved by binding arbitration in Atlanta, Georgia in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation except as such rules are modified herein. The parties covenant to keep such questions and arbitration proceedings confidential except as necessary to effectuate and/or enforce arbitration. The parties covenant and agree that they will not sue or otherwise bring actions against each other in any courts, that arbitration is their sole and binding remedy, that they expressly waive their rights to sue or to appeal or to other remedies (except to the extent necessary to enforce the final award or finding), and that if this covenant not to sue and waiver are not legally effective then such arbitration is a prerequisite to any other remedy. The parties covenant and agree to abide by, perform, accept, and fulfill the final award or finding concerning such questions without recourse to any other court or tribunal, except to the extent necessary to enforce said final award or finding.

Effective as of November _____, 2020