

## Terms & Conditions

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Within this Agreement, "Igniter Media", “IM”, "we", "our" and "us" refers to Igniter Media, a division of RT Creative Group, "you" and "your" refers to you individually as well as, if applicable, the customer, ministry, church and/or organization of which you are an authorized representative of with respect to this Agreement.

IM reserves the right to change, add or remove portions of these Terms and Conditions at any time and at its sole discretion. Your continued use of the IM Products and Services following the posting of any changes means that you accept and agree to such changes. It is your responsibility to check these Terms and Conditions periodically for changes. As long as you comply with these Terms and Conditions, IM grants you a personal, non-transferable, non-exclusive, limited privilege to enter and use the IM Products and Services, and provided the appropriate license fees have been paid by you for such IM Products and Services.

Your use of the IM Products and Services includes the ability to enter into agreements and/or to make purchases electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND PURCHASES. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, CONTRACTS, APPLICATIONS AND POLICIES.

### **CONTENT AND INTELLECTUAL PROPERTY**

You agree that all IM Products and Services, along with all text, graphics, photographs, images, animation, video or film, video or file segments, Flash file, and/or other audio and/or audio-visual material any format as well as the trademarks, logos, music,

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All copyrights in and to the IM Products and Services, including but not limited to Igniter Media and the digital media store(s) (including the compilation of content, postings, links to other Internet resources and descriptions of those resources) and [www.ignitermedia.com](http://www.ignitermedia.com) are owned by RT Creative Group and/or its licensors. THE USE OF THE OR ANY PART OF IM PRODUCTS AND SERVICES, EXCEPT FOR USE OF THE IM PRODUCTS AND SERVICES AS PERMITTED IN THESE TERMS AND CONDITIONS, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

## **DIGITAL MILLENNIUM COPYRIGHT ACT**

Igniter Media's policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act and other applicable intellectual property laws, which may include removing or disabling access to material claimed to be the subject of infringing activity. If Igniter Media removes or disables access to comply with the Digital Millennium Copyright Act, we will make a good-faith attempt to contact the owner or administrator of the affected site(s) in order that they may make a counter notification pursuant to Sections 512(g) of that Act. We will document all notices of alleged infringement on which we act. A copy of the notice will be sent to a third party who will make it available to the public.

**Notification of Infringement.** You must provide a written communication, which may be sent via fax or regular mail (but not by email) that sets forth the items specified below. Please note that you may be liable for damages, including costs and attorneys' fees, if you materially misrepresent that a product or activity is infringing your copyrights. If you are unsure as to whether certain material of yours is protected by copyright laws, we suggest that you contact an attorney prior to submitting a request.

Please use the following format in preparing and submitting your written notification:

1. Identify the copyrighted work in sufficient detail that you believe has been infringed, including where the work appears, i.e., the web page(s).
2. Identify the material that you claim infringes on your copyrighted work described in Item 1 above, including where the material appears, i.e., the web page(s).
3. Provide your contact information including your telephone number and email address.
4. Include the following statements in your written notification:
  - a. "I have a good faith belief that use of the copyrighted materials described above on the allegedly infringing web pages is not authorized by the copyright owner, its agent, or the law."
  - b. "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
5. Please sign your written notification and send it to the following address:

Igniter Media  
Attn.: DMCA Notice Department  
9330 LBJ Freeway, Suite 800  
Dallas, Texas 75243

**Counter Notification.** If your materials have been taken down from the [www.ignitermedia.com](http://www.ignitermedia.com), you may make a counter notification pursuant to Section 512(g) of the Digital Millennium Copyright Act. When we receive a counter notification that is in accordance with Section 512(g) of the Act, we will reinstate the material in question. You must provide a written communication, which may be sent via fax or regular mail (but not by email) that sets forth the items specified below to make a counter notification.

Please use the following format in preparing and submitting your written counter notification:

1. Identify the URLs of the materials and the materials that Igniter Media has removed.
2. Provide your name, address, telephone number, email address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or Dallas County, Texas (if your address is outside of the United States), and that you will accept service of process from the person who provided notification under subsection 512(c)(1)(C) of the Act or an agent of such person.
3. Include the following statements in your written notification: "I swear, under penalty of perjury, that I have a good faith belief that each search result or message identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
4. Please sign your written counter notification and send it to the following address:

Igniter Media  
Attn.: DMCA Notice Department  
9330 LBJ Freeway, Suite 800  
Dallas, Texas 75243

### **THIRD-PARTY WEBSITES**

IM websites and IM Products and Services may contain links to other independent third-party websites ("Linked Websites"). These Linked Websites are provided solely as a convenience to our visitors. Such Linked Websites are not under the control of IM, and IM is not responsible for and does not endorse the content of such Linked Websites, including any information or materials contained on such Linked Websites. IM does not have any responsibility or liability for any information, data, communications or materials available on such third-party sites. These linked sites are only for your convenience and you therefore access them at your own risk.

### **PAYMENT**

IM accepts Visa, MasterCard, American Express or Discover in U.S. funds drawn on U.S. banks for digital media purchases. When placing your order, the digital media store will obtain a pre-approval from the holder of your credit card for the amount of your purchase. That amount will be billed to your credit card at the time of purchase or, at IM's sole discretion not later than the date of shipping of the IM Products and Services purchased by you. If a purchase is declined, please review your billing information to make sure it is correct and then resubmit.

You agree to pay for all IM Products and Services you purchase through the [www.ignitermedia.com](http://www.ignitermedia.com) and/or any other website owned or controlled by IM, and that IM may charge your credit card for any products you purchase, and for any additional amounts as may be accrued by or in connection with your user account (including any taxes and late fees, as applicable). **YOU ARE RESPONSIBLE FOR THE TIMELY**

## **PAYMENT OF ALL FEES AND FOR PROVIDING PASSALONG WITH A VALID CREDIT CARD FOR PAYMENT OF ALL FEES.**

All fees will be billed to the credit card that you designate during the registration process. If you want to designate a different credit card, or if there is a change in your credit card, you must change your payment account information online at the "My Account" user account information section of the [www.ignitermedia.com](http://www.ignitermedia.com).

Occasionally, technical problems may delay or prevent delivery of the product you purchase. Your exclusive and sole remedy with respect to such product, which is not delivered within a reasonable period of time, as determined by IM in its sole discretion, will be either replacement of such product or refund of the purchase price paid for such product.

### **AGE REQUIREMENT**

Registered users must be 18 years or older to use the entire range of services available at [www.ignitermedia.com](http://www.ignitermedia.com). Any personal information submitted by children under the age of 13 will not be knowingly retained by RT Creative Group or Igniter Media.

### **COOKIES**

To enable the Igniter Media shopping cart application, you must set your web browser to allow cookies. Failure to do so will adversely impact your shopping experience.

### **EMAIL ADDRESS REQUIREMENT**

You must have a valid email address to purchase IM Products and Services and/or become a registered user of IM Products and Services.

### **ONLINE REQUIREMENT**

For some functions of the IM Products and Services and/or [www.ignitermedia.com](http://www.ignitermedia.com), you will be required to be online at the time you attempt the function (i.e. downloading purchased media).

### **CONTENT USAGE RULES FOR IM PRODUCTS AND SERVICES**

This is a license, not a sale. We continue to own the intellectual property rights in the Content. The Content is provided under the terms of the following license agreement ("Agreement") that states what you may and may not do with the Content and contains limitations on warranties and remedies.

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- You may make one copy, backup or archive the Content as necessary of any individually purchased media to CD for archive purposes; provided, however, that you must reproduce all proprietary notices on this single back-up copy;
- You may use the Content in virtually any kind of corporate setting: church services,

conferences, Bible studies, multimedia presentations, film and video presentations;

- Only you are permitted to use the Content. Any additional persons who wish to use the Content must download it from the Igniter Media website themselves;
- You may install the Content in only one location; you may physically transfer the Content and its archives from one location to another, however it may only be used in one location at a time;
- You may use the product on an unlimited, royalty-free basis provided that the appropriate licensing fee(s) has/have been received by IM and provided that you are not in breach of the terms of this license or this Agreement;
- Subject to the terms of this license, you may transfer files containing Content to the purchasing entity's server, printer, or ISP for the purpose of presentation only, provided that such parties shall have no further rights to use the Content; and
- In the event of a legitimate hard-drive crash or other related technical issue, at our reasonable discretion, you may be provided with a reinstall.
- Notwithstanding the foregoing, however, all other rights to and in the Content and accompanying materials (if applicable), including, without limitation, all intellectual property rights relating thereto, are retained by IM.

Without waiving the forgoing, this license does not grant you the right to:

- Use the Content in templates for resale;
- Copy, duplicate, edit, modify, replicate or re-master the Content in any way;
- Broadcast the Content over the Internet, radio or television or other means of broadcast;
- Provide the Content in downloadable format on the internet or use the Content on a website;
- Repackage the Content with any other collection of media products for distribution or resale;
- You may not provide a copy of the Content, or any portions thereof, to anyone or allow anyone to gain access to the Content, or any portion thereof, except as permitted above. For greater certainty, you may not:
  - ❖ use the Content in other video/media clips for resale or reproduction, including, without limitation, video of Content being used in a church service, video of Content being used in a conference;
  - ❖ broadcast the video/media clips through any medium, including, without limitation, the Internet, radio or television;
  - ❖ use the Content or portions of the Content for your website;
  - ❖ incorporate the Content in any product that results in a re-distribution of the Content or portions of the content (regardless whether the resulting product is for commercial or non-commercial purposes);
  - ❖ use the Content in a fashion that is considered by IM (in its sole reasonable discretion) as obscene, defamatory or libelous in nature;
  - ❖ copy, duplicate, replicate or re-master the Content in any way;
  - ❖ remove any notice of copyright, trade-mark or other proprietary right from any place where it appears on or in the Content or its accompanying materials;
  - ❖ sub-license, re-sell, rent, lend, give away or otherwise distribute the Content;

- ❖ post a copy of the Content on a network server or web server for use by other users;
- ❖ assign or otherwise transfer the Content or the rights to the Content or accompanying materials (if applicable), except as specifically provided for elsewhere in this Agreement; and
- ❖ You may not do anything with the Content that is not expressly permitted herein.

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Notwithstanding any of the foregoing, Igniter Media reserves the right to charge sales tax at its sole discretion in the event the sales tax exempt status of the purchaser cannot be verified by Igniter Media.

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- (b) If you continue to be unable to download the Content, IM will refund the fee actually paid by you in respect of the use of the particular Content that could not be downloaded by you, provided IM determines in its sole and absolute discretion that you have been unable to download such Content successfully; however,
- (c) Notwithstanding the foregoing, due to the nature of digital media, no refunds can be given for digital media once it has been successfully downloaded and the purchase is complete.

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IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT, THE LICENSE PROVIDED HEREUNDER, OR THE USE OR EXPLOITATION OF ANY OR ALL OF THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE FEE(S) ACTUALLY PAID BY YOU TO IM UNDER THIS AGREEMENT IN RESPECT OF THE USE OF THE CONTENT.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### **YOUR WARRANTIES AND INDEMNIFICATION**

You warrant and represent that you are free to enter into this Agreement, and in the event you are entering this Agreement on behalf of a church, ministry and/or other organization, that you have the right to enter into this Agreement on behalf of such church, ministry and/or other organization and the authority to bind said church, ministry and/or other organization hereto.

You agree to indemnify and hold IM harmless against all claims or liability asserted against IM arising out of or in connection with any breach by you or anyone acting on your behalf of any of the terms of this Agreement.

#### **GENERAL**

If any provision or part thereof of this Agreement is wholly or partially unenforceable the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof.

You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the Content, pursuant to this Agreement.

#### **JURISDICTION & ARBITRATION**

This Agreement will be governed under the laws of the State of Texas and the federal laws of the United States of America applicable therein (without reference to conflicts of laws principles). You consent to service of any required notice or process upon you by

registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time the Content was downloaded, or such other address as you may advise us in writing to use, from time to time.

Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be submitted to arbitration in Dallas, Dallas County, Texas.

If IM is obligated to go to court, rather than arbitration, to enforce any of its rights, or to collect any fees, you agree to reimburse IM for its legal fees, costs and disbursements if IM is successful.

### **REGISTRATION AND USER ACCOUNT**

Upon registration, you agree to provide current, accurate and complete information required to register with the [www.ignitermedia.com](http://www.ignitermedia.com) and at other points as may be required in the course of using the [www.ignitermedia.com](http://www.ignitermedia.com) ("Registration Data"). Further, you agree to maintain and update your

Registration Data as required to keep it current, accurate and complete. IM may terminate your rights to any part of [www.ignitermedia.com](http://www.ignitermedia.com) and/or IM Products and Services if any information you provide is false, incomplete or inaccurate. You agree that IM may store and use the Registration Data you provide (including credit card information) for use in maintaining your accounts and billing fees to your credit card.

As a registered user of the [www.ignitermedia.com](http://www.ignitermedia.com), you may receive or establish a user account ("User Account"). You are solely responsible for maintaining the confidentiality and security of your User Account. You are entirely responsible for all activities that occur on or through your User Account, and you agree to immediately notify IM of any unauthorized use of your User Account or any other breach of security. You should not reveal your User Account information to anyone else or use anyone else's User Account. IM shall not be responsible for any losses arising out of the unauthorized use of your User Account.

### **VIOLATIONS OF THE TERMS AND CONDITIONS**

Failure to abide by these Terms and Conditions is a material breach of this agreement for which IM may pursue all rights and remedies it has pursuant to this agreement, and any other rights and remedies it may have at law or in equity. You agree that IM may, in its sole discretion and without prior notice, terminate your access to the Content and/or to [www.ignitermedia.com](http://www.ignitermedia.com) and/or block your future access to the IM Products and Services if we determine that you have violated these Terms and Conditions or other agreements or guidelines which may be associated with your use of the Content and/or [www.ignitermedia.com](http://www.ignitermedia.com). You also agree that any violation by you of these Terms and Conditions will constitute an unlawful and unfair business practice and will cause irreparable harm to IM, for which monetary damages would be inadequate, and you consent to IM obtaining any injunctive or equitable relief that IM deems necessary or appropriate in such circumstances. These remedies are in addition to any other

remedies IM may have at law or in equity. You agree that IM may, in its sole discretion and without prior notice, terminate your access to the Content and/or [www.ignitermedia.com](http://www.ignitermedia.com), for cause, which includes but is not limited to (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of [www.ignitermedia.com](http://www.ignitermedia.com) or any service offered on or through the [www.ignitermedia.com](http://www.ignitermedia.com), or (4) unexpected technical issues or problems.

IM reserves the right to take the steps that IM believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms and Conditions (including but not limited to IM's right to cooperate with any legal process relating to your use of the [www.ignitermedia.com](http://www.ignitermedia.com), the Content, and/or IM Products and Services, and/or a third-party claim that your use of the Content, [www.ignitermedia.com](http://www.ignitermedia.com), and/or IM Products and Services is unlawful and/or infringes such third party's rights).

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You acknowledge and agree that IM may preserve any transmittal or communication by you with IM through [www.ignitermedia.com](http://www.ignitermedia.com) and may also disclose such data if required to do so by law or IM determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms and Conditions, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of IM, its employees, users of or visitors to the [www.ignitermedia.com](http://www.ignitermedia.com), and the public.

If IM does take any legal action against you as a result of your violation of these Terms and Conditions, IM will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to IM. You agree that IM will not be liable to you or to any third party for termination of your access to the Content, [www.ignitermedia.com](http://www.ignitermedia.com), and/or IM Products and Services as a result of any violation of these Terms and Conditions.

### **ASSIGNABILITY**

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