## **Website Terms of Use**

# Agreement between user and buildtheservice.net

Welcome to buildtheservice.net. The buildtheservice.net website (the "Site") is comprised of various web pages operated by BuildTheService.net ("BuildTheService"). buildtheservice.net is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of buildtheservice.net constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

buildtheservice.net is a E-commerce Site This site helps music ministries prepare for church services.

# **Privacy**

Your use of buildtheservice.net is subject to BuildTheService's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

# **Electronic Communications**

Visiting buildtheservice.net or sending emails to BuildTheService constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

#### Your account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that BuildTheService is not responsible for third party access to your account that results from theft or misappropriation of your account. BuildTheService and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

BuildTheService does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use buildtheservice.net only with permission of a parent or guardian.

## **Cancellation/Refund Policy**

You may cancel your subscription at any time. No charges will be incurred if subscription is cancelled during the trial period. Cancellations of monthly subscriptions will take effect at the end of the current billing period. Cancellations of yearly subscriptions must be made within 60 days of purchase to receive a prorated refund. After 60 days, cancellations of yearly subscriptions will take effect at the end of the current billing period. Please contact us at info@praiseup.net with any questions.

# Links to third party sites/Third party services

buildtheservice.net may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of BuildTheService and BuildTheService is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. BuildTheService is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by BuildTheService of the site or any association with its operators.

Certain services made available via buildtheservice.net are delivered by third party sites and organizations. By using any product, service or functionality originating from the buildtheservice.net domain, you hereby acknowledge and consent that BuildTheService may share such information and data with any third party with whom BuildTheService has a contractual relationship to provide the requested product, service or functionality on behalf of buildtheservice.net users and customers.

## No unlawful or prohibited use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use buildtheservice.net strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to BuildTheService that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as videos, text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of BuildTheService or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

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## **International Users**

The Service is controlled, operated and administered by BuildTheService from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the BuildTheService Content

accessed through buildtheservice.net in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## Indemnification

You agree to indemnify, defend and hold harmless BuildTheService, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. BuildTheService reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with BuildTheService in asserting any available defenses.

# Liability disclaimer

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BUILDTHESERVICE.NET AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BUILDTHESERVICE.NET OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT

ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

#### **Termination/access restriction**

BuildTheService reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Mississippi and you hereby consent to the exclusive jurisdiction and venue of courts in Mississippi in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and BuildTheService as a result of this agreement or use of the Site. BuildTheService's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of BuildTheService's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by BuildTheService with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and BuildTheService with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and BuildTheService with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

## **Changes to Terms**

BuildTheService reserves the right, in its sole discretion, to change the Terms under which buildtheservice.net is offered. The most current version of the Terms will supersede all previous versions. BuildTheService encourages you to periodically review the Terms to stay informed of our updates.

#### **Contact Us**

BuildTheService welcomes your questions or comments regarding the Terms:

BuildTheService.net

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Effective: 2/01/2017 Last Updated: 3/22/2017