



## 1. OUR PURPOSE

1.1. EcclesiaOS, a subsidiary company of Yunisocial Media, is a communications platform for Churches, and provides the website management platform [EcclesiaOS.com](http://EcclesiaOS.com) (EOS) to its customers (“Churches” or “Church”). Churches purchase the website software and are able to become self-sufficient in the management of their website through an easy to use interface that provides control and settings of all aspects of typical website requirements - without having to know any code. Through our EOS Assistant we provide a range of services such as website management, graphics production for print and online, marketing and social media management.

## 2. LEGAL AGREEMENT

2.1. This is a Service, Terms of Use & Purchase Agreement (“Agreement”) for EOS Software. The terms included here form the complete agreement for the purchase, use and maintenance of EOS Website Software for Churches.

## 3. EcclesiaOS LEGACY PLAN

3.1. The EcclesiaOS.com Legacy Plan (EOSLP) <http://ecclesiaos.com/legacy/index.html> is a limited-time offer, a customized feature & service package provided for Churches by EOS.

3.2. The EOSLP has been configured to offer Churches an affordable full featured website solution that allows a Church to be self sufficient in managing their website, without needing expert help.

3.3. For a one-time payment of \$2000, a Church on the EOSLP will get the following:

3.3.1. One installation of the complete EOS Website Management Software and related required databases.

3.3.2. All current features included at time of installation of that website management software

3.3.3. Assistance customizing one current theme on the website management platform to deploy a website for the Church, accessible on the Churches domain or as a sub-domain on ecclesiaos.com, that is mutually satisfactory for both EOS and the Church.

3.3.4. Hosting for the site at no extra charge

3.3.5. Full use of the Software and all its’s features, such as infinite page creation, full website customization features, full settings control, complete editing capabilities of text, images, video and much more.

## 4. EOS COMPLIMENTARY ADD-ON SERVICES

4.1. EcclesiaOS offers these complimentary add-on services as part of our on-going Church Commitment Program whilst the installed software is hosted with [EcclesiaOS.com](http://EcclesiaOS.com). These are available but not included in the purchase agreement:

4.1.1. A website assistant program called EOS ASSISTANT accessible through the email [assistant@ecclesiaos.com](mailto:assistant@ecclesiaos.com), offering Churches a ticketing and time tracking



system for requesting tasks associated with their website, print, graphic design or marketing needs.

4.1.2. Up to 60 minutes of training on EOS software management per Church

4.1.3. Up to 30 minutes a month of website management per Church

4.1.4. Churches may request as part of the EOS Assistant Service:

4.1.4.1. Website Management Services:

4.1.4.1.1. New page creation

4.1.4.1.2. Site map re-organization

4.1.4.1.3. Revert to previous page version

4.1.4.1.4. Add and Manage users and user roles

4.1.4.1.5. Manage Permissions for pages and users

4.1.4.1.6. Add a Blog article, Event, Sermon

4.1.4.1.7. General problem solving

4.1.4.1.8. Software error notification and resolution, fixing

4.1.4.1.9. General page editing

4.1.4.2. Graphic Design

4.1.4.3. Social Media Management

4.1.4.4. Print Production

4.2. Continual feature updates to the core EcclesiaOS website management software, updated at the discretion of EOS

4.3. EOS ASSISTANT requests will be reviewed on an individual basis whether to be included in the complimentary service or not. Acceptance determined by complexity and time to complete requested tasks.

4.3.1. If the task requested through the EOS ASSISTANT system is deemed to be beyond the scope of the service, notice will be given in reply with an estimate for task to be completed by EOS Staff.

4.3.1.1. Church Communications requests (other than requests covered by complimentary services) through EOS Assistant fall into these two categories:

4.3.1.1.1. CONTENT - Graphic, Photo Manipulation, Photo & Video Editing, Core theme design changes, Core theme layout changes (beyond platform drag & drop content block capabilities) [\$15/hr]

4.3.1.1.2. DEVELOPMENT - Custom core theme functional changes, core platform configuration changes (beyond general settings in the software interface), Server changes ( such as SSL configurations, Server certificates, HTAccess changes or similar) [\$25/hr]

4.3.1.1.3. OTHER - Fee estimated at time of request

4.3.2. Church will approve these tasks via the EOS ASSISTANT email ticketing system at [assistant@ecclesiaos.com](mailto:assistant@ecclesiaos.com) before work commences. Payment required immediately on completion of task and before changes go live.

## 5. EcclesiaOS (EOS) Service Agreement

5.1. Once the Church has purchased the EOSLP they will “own” that software with all features and customizations as-is at time of going live with Churches domain.



- 5.2. By deploying the software on our servers with the Churches domain, EOS transfers ownership and responsibility of all 'Content' (software use and all website content) to the Church.
- 5.3. By hosting with EOS, the Church approves EOS to manage their EOS Website Management Software, themes, content and site files.
- 5.4. The Church agrees to follow all applicable laws governing website use and practices in the United States of America
- 5.5. EOS maintains the website core files and may provide updates without the knowledge of the Church for general maintenance, feature, service or security updates, or similar.
- 5.6. Churches may not copy, sell, rent, license, duplicate any part of the EOS Website Management Platform, or use, distribute or offer it to any third party in any way or form. Churches may only use EOS Software as a single installation on a single server, used for the Church organization that purchased EOS Software under this agreement.
- 5.7. Churches may not use this software in any other way than for the Church itself and its ministries, all within it's official capacity and organization. The Church may not use this software for any associated school or any organization separate to the Church. Nor shall the Software be used in any way that does not represent the Church and it's functions and services.
- 5.8. The Church will be legally responsible for all text, graphic and video content on the EOS Software.

## **6. HOSTING WITH ECCLESIAOS.COM**

- 6.1.1.1. Churches may choose at anytime to host their EOS website on their own servers
- 6.1.1.2. Churches who host on their servers do not receive the EOS Assistant Website Management Service or maintenance service within the EOSLP agreement. They can do so through a separate EOS plan.
- 6.1.1.3. If Church hosts their files with EOS, they agree not to use their website file manager to store individual files above 88mb.
- 6.1.1.4. Churches will not use the website file manager as a storage place for data not associated with the normal management and function of the website ( i.e. not to use their software as an external online file storage facility)
- 6.1.1.5. Traffic exceeding 10000 users a month or data transfers over 1 gb a month will require a larger paid hosting plan, notifications of these overages will be sent with associated fee's, invoiced to Church on their approval.
- 6.1.1.6. In the case of overage charges, the Church website hosted on EOS will be "throttled" or "placed offline" to halt overage use until Church upgrades hosting plan or reduces use.



6.1.1.7. EcclesiaOS will have sole access to the website files via FTP on their servers, and at no time will any other non-EOS affiliated persons have access to any files on EcclesiaOS servers.

## **7. SOFTWARE MAINTENANCE**

- 7.1.1.1. EcclesiaOS provides website software that has been thoroughly tested by developers and has a proven track record for proper working functionality.
- 7.1.1.2. Whilst the Churches website is hosted on EcclesiaOS.com, EOS will maintain the proper functioning of that software as at the time of install or the latest backup of the working site
- 7.1.1.3. Nightly, weekly and monthly backups of files and databases are performed automatically.
- 7.1.1.4. The software is meant to be self-managed by the Church, and for the Church to be fully self-sufficient with most settings needed to run the software available to the Church through the software's administration panels. Whilst this is provided with an easy to use design so the Church does not have to access any code to keep the site functioning, any actions by the Church to change core settings that break the website, cause it to go 'down', not function or not be visible in any way, the time spent to fix this issue by EcclesiaOS employees will be billed at \$25/hr.
- 7.1.1.5. If any issue arises that is determined not to be the actions of the Church or their website users, EcclesiaOS will be responsible for all fixes in a timely manner.

## **8. TERMINATION & MIGRATION**

- 8.1. EcclesiaOS will notify Church via email of any permanent end of business operations and will provide to Church all website software files, content and databases needed to host the website elsewhere, in a digital archive via email.
  - 8.1.1.1. The Church website files and database can be installed on the Churches servers of choice at any time. EcclesiaOS will not responsible for any website not hosted on EcclesiaOS.com
  - 8.1.1.2. Churches may provide their own website managers or person's to transfer or migrate domain and files to other non-EOS servers.
  - 8.1.1.3. Yunisocial Media [www.yunisocial.com](http://www.yunisocial.com) can manage the website migration to new servers by Church providing FTP and hosting service account.
  - 8.1.1.4. In the event of permanent end of business for EcclesiaOS, Yunisocial Media can offer continued hosting for the Church, hosting fee's will be maximum \$15 per month for shared server hosting.

## **9. INDEMNITY**

- 9.1.1.1. You agree to defend, indemnify and hold harmless EcclesiaOS.com, its officers, directors, shareholders, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt



and expenses (including attorneys' fees) arising from: (1) your violation of any term of these Terms of Use or any other EcclesiaOS.com Terms; (2) your violation of any third party right, including any copyright, property, or privacy right, resulting from your User Website or User Content and/or your use of the EcclesiaOS.com Services; and/or (3) any other type of claim that your Church Website and/or Church Content caused damage to a third party.

## 10. GOVERNING LAW & JURISDICTION; CLASS ACTION WAIVER

10.1.1.1. The EcclesiaOS Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the EcclesiaOS Services, their interpretation, or the breach, termination or validity thereof, the relationships which result from or pursuant to the EcclesiaOS Terms, or any related transaction or purchase, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the United States of America, without respect to its conflict of laws principles.

10.1.1.2. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by, a court of competent jurisdiction located in New York City, United States of America. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

10.1.1.3. Subject to any applicable law, all disputes between you and EcclesiaOS shall only be resolved on an individual basis and you shall not have the right to bring any claim against EcclesiaOS as a plaintiff or a member of a class, consolidated or representative actions (or any other legal proceedings conducted by a group or by representatives on behalf of others).

## 11. NOTICES

11.1.1.1. We provide all notices via email through the [assistant@ecclesiaos.com](mailto:assistant@ecclesiaos.com) ticketing system, by phone call, or any @ecclesiaos.com email address.

## 12. CANCELLATION

### 12.1. CANCELLATION BY CHURCH

12.1.1. For EOSLP Church accounts, a Church may cancel its installation hosting at any time by sending an email to [assistant@ecclesiaos.com](mailto:assistant@ecclesiaos.com). Your files and database will be provided in a timely manner as an archive sent via email.

12.1.2. For all other EOS plans, cancellation will also be requested via [assistant@ecclesiaos.com](mailto:assistant@ecclesiaos.com) and Church accounts will be terminated on Church completing cancellation process.

### 12.2. CANCELLATION BY EOS

12.2.1. EOS Reserves the right to cancel hosting with 30 days notice given via email to the Church if any of the terms contained within this agreement are not followed



by Church. Random inspection of all Church websites are performed intermittently and any issues are recorded and Churches will be notified.

- 12.2.2. If EOS is given any legal notice requiring immediate “take offline” of a Church website on their hosting plan, EOS will follow all take down notices provided by Government and it’s agencies or private entitiies. EOS will not be liable for any loss of content, financial or other in these cases.

### **13. COPYRIGHT**

13.1. EOS acts in accordance with its interpretation of the Digital Millennium Copyright Act (“DMCA”).

13.2. In the event that EOS receives notice regarding a copyright infringement related to your Church Account or Church Website whilst hosted on EcclesiaOS.com, it may cancel your Church Account, take your Church Website down or remove any Content in its sole discretion, with or without prior notice to you. In such case, you may file a proper counter-notice in accordance with Section 512 of the DMCA, in which you must include: (1) your full name, address, phone number and physical or electronic signature; (2) identification of the material and its location before removal; (3) a statement under penalty of perjury that the material was removed by mistake or misidentification; (4) your consent to an appropriate judicial body; and (5) any other information required under the relevant provisions of the DMCA. Any notices filed pursuant to this Section 9 may be deemed accepted, applicable and compliant with the DMCA, or not, at EOS sole reasonable discretion. EOS reserves the right to notify the person or entity providing the infringement notice of such counter-notice and provide any details included therein.

### **13.3.LOSS OF DATA, CONTENT & CAPACITY**

13.3.1. If your Church Installation or any EOS Services or Third Party Services related to your Church Installation are cancelled (whether at your request or at EOS discretion), it may cause or result in the loss of certain content, features, or capacity of your Church installation, including any Church Content, End User data or other usage data retained therein, and including any domain name reservation or registration that was included in such Services (“Capacity Loss”). EOS shall not be liable in any way for such Capacity Loss, or for saving a backup of your User Account, User Content or End User data. Please also note that additional Fees may apply to re-activation of a Church Installation and/or any EOS Services following their cancellation, as determined by EOS in its sole discretion.

### **13.4. DISCLAIMER OF WARRANTIES**

13.4.1. We provide the EOS Services on an “As Is”, “with all faults” and “As Available” basis, without any warranties of any kind, including any implied warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement, or any other warranty – all to the fullest extent permitted by law.



We specifically do not represent or warrant that the EOS Services (or any part, feature or Content thereof) are complete, accurate, of any certain quality, reliable or secure in any way, suitable for or compatible with any of your (or your End Users') contemplated activities, devices, operating systems, browsers, software or tools (or that they will remain as such at any time), or comply with any laws applicable to you or your End Users (including in any jurisdiction in which you operate), or that their operation will be free of any viruses, bugs or other harmful components or program limitations. Moreover, we do not endorse any entity, product or service (including any Third Party Services) mentioned on or made available via the EOS Services – so please be sure to verify those before using or otherwise engaging them.

- 13.4.2. EOS may, at its sole discretion (however it shall have no obligation to do so), screen, monitor and/or edit any Church Website and/or Church Content, at any time and for any reason, with or without notice.
- 13.4.3. Notwithstanding anything to the contrary in the foregoing, in no circumstances may EOS be considered as a “publisher” of any User Content, does not in any way endorse any Church Content, and assumes no liability for any Church Content uploaded, posted, published and/or made available by any User or any other party on and/or through the EOS Services, for any use by any party, or for any loss, deletion or damage thereto or thereof or any loss, damage, cost or expense that you or others may suffer or incur as a result of or in connection with publishing, accessing and/or relying on any User Content. Furthermore, EOS shall not be liable for any mistakes, defamation, libel, falsehoods, obscenity, pornography, incitement and/or any other unlawful and/or infringing Church Content you or any other party may encounter.
- 13.4.4. You acknowledge that there are risks in using the EOS Services and/or connecting and/or dealing with any Third Party Services through or in connection with EOS Services, and that EOS cannot and does not guarantee any specific outcomes from such use and/or interactions, and you hereby assume all such risks, liabilities and/or harm of any kind arising in connection with and/or resulting from such interactions. Such risks may include, among others, misrepresentation of information about and/or by Third Party Services and/or Licensed Content, breach of warranty and/or contract, violation of rights, and any consequent claims.
- 13.4.5. EOS does not recommend the use of the EOS Services for hosting of personal content and shall not bear any security or integrity obligations or risks regarding breach or damage to any such content.
- 13.4.6. Please note that certain EOS Services are currently offered in their BETA version, and undergoing BETA testing. You understand and agree that certain EOS Services may still contain software bugs, suffer disruptions and not operate as intended or designated. Your use of the EOS Services at this BETA stage signifies your agreement to participate in such EOS Services' BETA testing.

## 14. LIMITATION OF LIABILITY



- 14.1. To the fullest extent permitted by law in each applicable jurisdiction, EOS, its officers, directors, shareholders, employees, affiliates and/or agents shall not be liable to you for any direct, indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, including any damages resulting from (1) errors, mistakes, or inaccuracies of or in any content; (2) any personal injury or property damage related to your use of the EOS Services; (3) any unauthorized access to or use of our servers and/or any personal information and/or other information stored therein; (4) any interruption or cessation of transmission to or from the EOS Services; (5) the use or display of any Content or User Content posted, emailed, transmitted, or otherwise made available via the EOS Services; (6) events beyond the reasonable control of EOS, including any internet failures, equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, earthquakes, explosions, acts of God, war, terrorism, intergalactic struggles, governmental actions, orders of courts, agencies or tribunals or non-performance of third parties; and/or (7) loss of use, data, profits, goodwill, or other intangible losses, resulting from the use or the inability to use any or all of EOS Services.
- 14.2. You acknowledge and agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for EOS's services to you, and such limitations will apply even if EOS has been advised of the possibility of such liabilities.

## 15. INDEMNITY

- 15.1. You agree to defend, indemnify and hold harmless EOS, its officers, directors, shareholders, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including attorneys' fees) arising from: (1) your violation of any term of these Terms of Use or any other EOS Terms; (2) your violation of any third party right, including any copyright, property, or privacy right, resulting from your Church Website or Church Content and/or your use of the EOS Services; and/or (3) any other type of claim that your Church Website and/or Church Content caused damage to a third party.

## 16. GENERAL

### 16.1. CHANGES & UPDATES

- 16.1.1. EOS may change, suspend or terminate any of the EOS Services (or any features thereof, or prices applicable thereto), and/or change any of the EOS Terms - at any time and in any manner. Such changes may become effective upon notice to you (and in any event, not in a retroactive manner – except as required otherwise by law). If any such changes involve the payment of additional Fees, we will provide you with a notice of such Fees prior to enabling such specific changes. If you fail or refuse to pay such Fees, we may (at our sole discretion) cancel your User Account (as further explained above), continue to support your then-current EOS Services without enabling such changes, or provide you with alternative Services.





## 17. RELATIONSHIP

17.1. The EOS Terms, and your use of the EOS Services, do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between EOS and you.

## 18. ENTIRE AGREEMENT

18.1. These Terms of Use, together with the EOS Terms and any other legal or fee notices provided to you by EOS, shall constitute the entire agreement between you and EOS concerning the subject matter hereof or thereof, and supersede any and all prior or contemporaneous agreements, understandings, promises, conditions, negotiations, covenants or representations, whether written or oral, between EOS and you, including those made by or between any of our respective representatives, with respect to any of the EOS Services. You further agree that you are not relying upon any promise, inducement, representation, statement, disclosure or duty of disclosure of EOS in entering into any of the EOS Terms.

## 19. ASSIGNMENT

19.1. EOS may assign its rights and/or obligations hereunder and/or transfer ownership rights and title in the EOS Services and/or Licensed Content to a third party without your consent or prior notice to you. You may not assign or transfer any of your rights and obligations hereunder without the prior written consent of EOS. Any attempted or actual assignment thereof without EOS's prior explicit and written consent will be null and void. In any event, an assignment or transfer pursuant to this Section 19 shall not in itself grant either EOS or you the right to cancel any EOS Services or Third Party Services then in effect.

## 20. SEVERIBILITY & WAIVERS

20.1. If any provision of the EOS Terms is deemed by a court of competent jurisdiction to be invalid, unlawful, void, or for any reason unenforceable, then such provision shall be deemed severable and will not affect the validity and enforceability of the remaining provisions. No Waiver of any breach or default of any of the EOS Terms shall be deemed to be a waiver of any preceding or subsequent breach or default.

## 21. INTERPRETATION

21.1. Any heading, caption or section title contained herein is provided only for convenience, and in no way defines or explains any section or provision hereof, or legally binds any of us in any way.

21.2. These Terms of Use were written in English, and translated into other languages for your convenience. You may access and view other language versions by changing your EOS Website language settings. If a translated (non-English) version of these Terms of Use conflicts in any way with their English version, the provisions of the English version shall prevail.



**22. CUSTOMER CONTACT**

22.1. To get in touch with our Customer Service - please use any of the options listed below:

[assistant@ecclesiaos.com](mailto:assistant@ecclesiaos.com)