

TruthVine (www.truthvine.com)

Terms and Conditions of Use

Last updated 8th October 2015

1 The Services

1.1 TruthVine is a group of services (the “Services”) designed to help churches and other organisations promote the Gospel of Jesus Christ and advance the growth of His Kingdom. The Services are provided by TruthVine C.I.C. a company registered in England and Wales, number 9796696.

1.2 This agreement (the “Agreement”) is between TruthVine C.I.C. (“us”, “we”, “our”) and you or the entity you represent (“you”). This Agreement takes effect when you click an “I Accept” button or checkbox presented with this Agreement or, if earlier, when you use any of the Services.

1.3 You must be a minimum age of 18 to register on and use the Services.

1.4 If you indicate acceptance on behalf of an entity which you represent, you represent to us that you have the authority to bind that entity to these terms.

1.5 The Services include:

1. **Websites:** Content Management System service to display your websites. You provide content and manage it using our online tools, and we look after the technical side – hosting the site and maintaining the software.
2. **Domain Name Registration:** We handle domain name registration for your website on your behalf.
3. **Sermon sharing:** Record, edit, and publish audio sermons online. We store your sermons online, help you catalogue them, and give you the means to publish them on your website or other sites of your choosing.
4. **Church Diary:** Advertise upcoming events on your church website and on other sites of your choosing.

1.6 We may add other services from time to time. For technical, commercial or other reasons we may not be able to start supplying all services to all customers at all times, and we may discontinue certain services altogether.

2 Accounts

2.1 In order to use the Services, you must create a TruthVine account associated with a valid email address. If for any reason you suspect that your username and password has been disclosed to or obtained by another party, you should contact us immediately. It is your responsibility to notify us if any of the contact details associated with your account change.

2.2 Your login details should be used by you alone. If you want other people to have access to your account, you can use the tools we provide to invite them to create their own account, and link that account with yours. The website for each service clearly indicates whose account is being controlled at any given moment.

2.3 You are responsible for all activities that occur, and charges that are incurred under your account.

3 Pricing and Features

3.1 For current pricing, please see our pricing page at www.truthvine.com/detailedpricing.

3.2 It may sometimes be necessary for us to change the price we charge for Services. If we do so, we will give you at least 30 days' notice before we apply the changes to any existing subscriptions you have.

3.3 The Services are provided "AS IS". We make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Services.

3.4 We are always striving to improve the Services we offer to you. To this end, we may add, change or remove features or functionality of the Services at any time. We will use reasonable endeavours to notify you in advance of any changes which might significantly affect your use of the Services.

4 Payment and Credit Control

4.1 In order for your account to remain active, we require that you have a valid payment method registered with us at all times. This must be one of:

1. A debit or credit card
2. A direct debit agreement.

4.2 There are four kinds of fees which we may charge you, depending on the Services you have asked us to supply

1. Setup Fees
2. Monthly Subscription Fees
3. Usage Fees for use of any metered services over and above the amounts included in the plan.
4. Domain name Registration Fees

4.3 If a Setup Fee is due, it must be paid when you start using the Service, and is non-refundable.

4.4 Monthly Subscription Fees must be paid in advance of each month, and will be collected automatically from your registered payment method. Each payment will be collected on or after the date in the month when your subscription to the Service began.

4.5 Usage Fees due must be paid monthly in arrears, and will be collected automatically from your registered payment method at the same time as we collect your Subscription Fee for the following month. We will issue a statement to your registered email address each month detailing the usage of the service that incurred the fee. If no usage fees are due, we may opt not to issue a statement. The usage fees that you will be required to pay, and the levels of usage which will incur them, are clearly set out on our pricing page.

4.6 We offer a special provision regarding bandwidth usage (the amount of data people download). If you ask us to, we can set a cap on your bandwidth usage to ensure your Usage Fees for bandwidth do not exceed a level which you specify.

1. You must contact us to ask us to apply this cap to your account. If you do not, you will be required to pay any fees that may be incurred.
2. You understand that when we cap your usage in this way, certain services or features may become unavailable to you or third-parties. This includes, but is not limited to, sermon downloads, online sermon listening, and display of images on your website.
3. We calculate your usage month-by-month starting with the day in the month when your subscription began.

4.7 If you use our Domain Name Registration service, the fee will be collected automatically from your registered payment method when you start using the service, and annually thereafter on the anniversary of your account start date. The fee is non-refundable. If you no longer wish us to register a domain name for your account, you must notify us at least 30 days before the anniversary of your account start date.

4.8 If you upgrade from a free or trial account you will be immediately charged for the necessary full account or accounts. Your monthly payment will be due from that date each month onwards.

4.9 Where the Service has been paid for 12 months in advance, (where this option is offered by us) payment will be taken in full on each anniversary.

4.10 Where a direct debit, or credit or debit card payment request is made by us and is declined by your card company or bank (for whatever reason) access to your account or accounts may be suspended immediately until such time as a valid payment has been processed and a valid payment method (in accordance with 4.1) is associated with your account or accounts.

4.11 You are responsible for all taxes. We will charge tax where required to do so. If you are required by law to withhold any taxes, you must provide us with an official tax receipt or other appropriate documentation.

5 Upgrading or Downgrading Accounts

5.1 Depending on the Services chosen, you have the ability to upgrade or downgrade your accounts and the services offered at any time.

5.2 No refunds will be offered for downgraded monthly accounts that have been downgraded before the monthly charge is due on the account. The new lower monthly charge will be automatically applied on the usual date of the next monthly charge.

5.3 Where an account is upgraded the new higher monthly charge will be automatically applied on the usual date of the next monthly charge.

5.4 If your pricing plan is dependent on the number of members in your church, it is your responsibility to notify us as soon as the size of membership crosses any thresholds which may affect the pricing of your plan. Any changes in pricing resulting from a change in size of membership will be applied on the next usual date of the monthly charge.

5.5 In the case 12-month accounts (where offered) a partial refund will be offered for all complete remaining months of the service where the user downgrades the account or the price changes due to membership size reducing. No refund will be offered for days remaining in the month of the downgrade.

5.6 Where a 12-month account is upgraded or the price changes due to a membership size increase the increased charge will be applied immediately to the account for the additional amount due until the anniversary date.

6 Domain Name Registration

6.1 If you have opted for our Domain Name Registration service, then the terms in this section (Section 6) apply

6.2 You are responsible for ensuring the accuracy of any Domain Names which you ask us to register. If you make a mistake and we proceed with registering a mistaken domain name, you may be asked to pay an additional fee.

6.3 Any domain name which we register on your behalf remains your property. We will retain control of it only in order to manage it on your behalf.

6.4 At any time, you may request that we transfer control of the domain name to you. It will then become your responsibility to maintain the domain name in such a way that any other Services which depend upon it continue to operate as they should.

6.5 No refunds can be given for any fees you may have paid to us for domain name registration.

7 Website Themes

7.1 If you have opted for our custom website design package, then the terms in this section (Section 7) apply.

7.2 You retain all rights to any logo files or other graphic files which you supply to us to incorporate in your theme.

7.3 We retain all rights to all elements of the theme and all files associated with it which were not supplied by you.

7.4 On request we will give you a copy of all the theme files so that, if necessary, you can use them in another system. Please be aware that certain files will have been designed to be used specifically with our Services, and may need modification before they can be used elsewhere.

7.5 In the event that you cancel your subscription to our Website Service, or this agreement is otherwise terminated, we will grant to you an irrevocable, non-exclusive, non-transferrable license to use the theme files to host your website elsewhere. You may not use the theme files for any other purpose.

8 Cancellation and Termination

8.1 This Agreement will remain in effect until you cancel your account, or until the agreement is otherwise terminated.

8.2 You may cancel your account or your subscription to any individual Services at any time without any notice period.

8.3 Any Services which you subscribe to will continue indefinitely until you cancel them.

8.4 Cancellation should be done by sending an email to team@truthvine.com or by using the controls within the Services, where available. Cancellation by any other means, including (but not limited to), telephone call, fax, text or instant message is not valid.

8.5 No refunds will be provided for remaining unused days under a monthly account or accounts.

8.6 For 12-month accounts (where offered) a refund will be offered for all complete remaining months of the service not used. No refund will be offered for days remaining in the month of cancellation.

8.7 Where possible our system will automatically collect any outstanding fees on the day that you cancel your account or this agreement is terminated. If we cannot collect payment automatically, we will invoice you for the outstanding fees, and you are required to pay within 30 days.

8.8 Upon cancellation or termination, all Data that you have submitted to the Services may be deleted after a commercially reasonable amount of time. It is your responsibility to ensure that you have made suitable copies of any Data that you wish to preserve using the mechanisms which we provide. You understand that for technical reasons some of your Data may remain in our systems even after your account has been cancelled. We will keep all such Data confidential.

8.9 We reserve the right to refuse service for any reason at any time.

8.10 We may terminate your account and this Agreement if you are in breach of any terms of this Agreement and you fail to cure the breach within 30 days of our notifying you.

8.11 The following sections or clauses will survive termination of this agreement: 7 (Website Themes) 8.7 (Fees due on cancellation), 17 (Limitation of Liability), 18 (Indemnity), 22 (Miscellaneous)

9 Trial and Offer Periods

9.1 Trial or offer periods are offered at our sole discretion and are subject to withdrawal at any time and without notice.

9.2 These Terms and Conditions apply to all trial or offer period accounts.

10 Technical Support

10.1 Technical support is provided via email (contact us at team@truthvine.com) and such other means as we decide in order to provide a proper service to users. We aim to respond to requests within one business day, though this is not always possible.

10.2 We reserve the right not to provide a full technical support service to free or trial account users.

11 Supplementary Software

11.1 Your plan may include access to supplementary software applications (the Software) which we provide to you as part of the Service. We hereby grant you a limited, non-exclusive, non-transferable, revocable license to use the Software for the duration of your subscription. We reserve all rights not granted by these terms. If you cancel your subscription, or your account is otherwise terminated, your right to use the Software ceases, and you must remove the Software from your computers.

11.2 You may not copy, modify, or reproduce the Software or grant the right to any other person or entity to do so, except according to the terms outlined here.

11.3 This Software is provided “AS IS”, without express or implied warranty of any kind. We also disclaim any warranties of merchantability, fitness for a particular purpose or non-infringement.

11.4 The Software may automatically update itself from time to time in order to provide you with the best service.

12 Specific Service Rules

12.1 You agree not to do any of the following:

1. Abuse, harass, threaten, stalk, defame or in any way seek to violate the rights of another user or third party.
2. Publish or seek to distribute any material or information that is unlawful, harmful, obscene, indecent, libellous, profane, defamatory, racist, or in any other way inappropriate or objectionable.
3. Use or harvest data provided by other users in a way that they would object to.
4. Encourage illegal activity or activity that violates the rights of other Service users or third parties, whether individuals or organisations.

5. Supply or post content calculated to deliberately mislead other users or third parties, including content falsely made to appear from or be endorsed by us.
6. To pose as another user, third party or organisation employee for the purposes of obtaining user or third party information.
7. To transmit or transfer any viruses, Trojans, worms or any other malicious programs or code intended to spy on, gain control over, disrupt, destroy or in any other way impair any computer hardware or software or any other equipment.
8. Attempt to gain access to our servers or other equipment in order to disrupt, impair, overload or otherwise hinder or compromise the safety, security or privacy of any of the services provided by or relied upon by us and users.
9. Reframe or repurpose the Service or any content on it, remove, obscure or block any notices (and advertising as applicable) provided by us on the Service.
10. Load or provide access to content on the Service or link to other content from the Service, which infringes the trademark, patent, trade secret or any other proprietary right of a third party or infringes any intellectual property law.
11. Send junk or spam email or emails or posts promoting pyramid schemes, chain letters or any other activity that invites users and others to participate in wasting their time and/or money.
12. Use any robot, spider, scraper or other technical means to access the Service or any content on the Service in ways which we have not expressly authorised.

13 Content

13.1 As a user you retain all ownership rights to content and data (collectively “Data”) provided by you. This Agreement does not grant us any rights to your Data except for the limited rights that are needed to provide you with the Services.

13.2 We will only ever display and share Data as you direct. Each Service has controls so that you can indicate where Data should be published or if it should be published at all.

13.3 By entering your Data into our Services you give us permission to use, modify, publicly perform, publicly display, reproduce and distribute your Data for the purpose of displaying and sharing it in the places you ask us to put it. You also allow us to compress, re-encode or alter the size of any files you may post into our Services to ensure that they can be readily displayed or provided to other users.

13.4 You may ask us to delete certain Data, either by contacting us, or by using the controls in the Services. When Data has been deleted we will ensure that it is no longer displayed or shared. However, as part of our responsibility to keep your Data safe, we make backup copies. Even if you ask us to delete the primary copy of your Data, you understand that for technical reasons it may not be possible to delete every backup copy. We will keep any such backup copies confidential.

13.5 You are responsible for ensuring that you have permission from third parties before uploading Data belonging to them.

13.6 We do not condone or encourage in any way the posting of copyrighted or proprietary content or information by any users who are not the legal owners of such content, and who do not have permission to post the content.

13.7 Where notified of such breaches by the owner of such Data we will remove the Data from the Services as soon as practicable but only where we can reasonably ascertain the true owner of such Data.

13.8 If as the owner of such Data you believe that your rights have been infringed you should contact us as soon as possible and provide all relevant information in writing.

13.9 Users can freely add Data to the Services. We do not monitor or assume any responsibility for Data posted onto the Services. If at any time we decide to monitor the Services on any occasion it does not mean that we assume responsibility for removing any Data or the conduct of any users at the time or in the future.

14 Advertising

14.1 We will not display any advertising on websites or embedded content which we host on your behalf, except with your explicit consent. There are just two exceptions to this:

1. We may display on your websites a link or a small graphical banner at the bottom of embedded content or in the footer of your page to the effect that the site is provided by TruthVine.
2. Third-party services which we make use of to provide some features of some services may require us to display a link or small graphical banner crediting the service.

14.2 For clarity, 14.1 does not apply to the online administration areas of the Services where you manage your Data and Account. We reserve the right to display adverts in these areas for our own Services or the services of third-parties whose goals are in keeping with our own.

15 Service Levels, Backups, and Access to your Data

15.1 We use commercially reasonable endeavours to ensure that the Service is available and functioning fully at all times. If the system becomes unavailable for any reason we will use commercially reasonable endeavours to restore the service as soon as possible. However, we cannot accept any liability for unavailability or poor performance of our servers or infrastructure, or where the Service is unavailable for any other reason, whether within or outside our direct control.

15.2 We provide mechanisms for you to retrieve in bulk much of the Data you store within our Services. We recommend that you use these mechanisms on a regular basis to make your own backup copies.

15.3 Where we do not provide backup mechanisms, for example, in the case of content such as image files or audio files which you upload into our Services, we advise you to keep your own copies of the files.

15.4 We make regular backups of your Data, and take all reasonable steps to ensure that it can be recovered in the event of system breakdown or failure. However, we cannot accept any liability for loss or corruption of data, or for any costs or expenses associated with backing up or restoring.

16 Disclaimer

16.1 We are not responsible for the accuracy of any content on the Services, nor any advertisements placed on the Services.

16.2 We are not responsible for any links to third party websites from the Services and the inclusion of any link does not imply an endorsement of a third party website or service by us.

17 Limitation of Liability

17.1 We shall not be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including loss of profits.

17.2 Our total aggregate liability to you for any claim shall be limited to 125% of the charges you have paid to us or are payable to us for the past twelve months of the Services.

18 Indemnity

18.1 You agree to indemnify and hold us and our subsidiaries, affiliates and partners and their respective officers and employees harmless from any loss, fines, fees, liability or claim made by any third party arising from your breach of these Terms & Conditions whilst using the Services.

19 Copyright

19.1 Copyright for all content, databases, graphics, buttons, icons, logos, layouts and look & feel belongs to us, unless expressly acknowledged as otherwise or provided by you as part of a content submission.

19.2 These terms do not grant you any right, title, or interest in the Services, Software or the content in the Services. Neither do they grant you any rights to use the TruthVine trademarks, logos, domain names or other brand features.

19.3 We greatly appreciate any feedback users send us, but please be aware that we may use any feedback, comments, suggestions or ideas you send us, or post in our forums, without any obligation to you.

20 Privacy

20.1 Use of the Service is also governed by our Privacy Policy (www.truthvine.com/privacy), which is incorporated into these Terms & Conditions by this reference.

20.2 Further to the Privacy Policy, use of the administration areas of the Services requires that you accept the use of cookies when accessing the websites that provide the Services.

20.3 In order to improve the Service we may collect anonymised information about how you use the Service or supplementary software. This includes information about your computer, including your IP address, operating system and browser type, for system administration and in order to create reports. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

21 Entire Terms & Conditions

21.1 These Terms & Conditions set out the entire agreement and understanding between you and us. From time to time it may be necessary to vary these Terms & Conditions. In the case of material changes, we will give you at least 30 days' notice before those changes come into effect. Your continued use of the Services after that time constitutes your acceptance of the new Terms & Conditions.

22 Miscellaneous

22.1 The paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

22.2 Failure by us to enforce any accrued rights under these Terms & Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

22.3 We shall not be liable for delay or failure to perform any obligation under these Terms & Conditions if the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of God, war, civil disorder or industrial dispute.

22.4 These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.