

TERMS OF USE

This Agreement will be in effect between Three-thirty ministries, LLC, and [Name] for whom the iPhone/iPad and/or Android application is being created, hereafter referred to as “you” and Three-thirty ministries, LLC, hereafter referred to as “we”, “us” or “Three-thirty ministries.”

App (Application) Purchase

Because of the partnership with The Baptist Convention of New Mexico, Three-thirty ministries agrees to make a church app for you for a one-time set-up fee of \$49 and a monthly fee that will depend on the features that you desire in your app as stated below:

Basic Cost

\$20 per month hosting fee
(5% discount if you pay annually)

Add-Ons

Both free and paid add-ons are available as described at www.threethirtyministries.org/nmbaptist-apps. You can also purchase communication bundles for push notifications and message boards and a community directory for your app. Information about these can be found at www.threethirtyministries.org/extra-ad-ons.

Total cost

\$49 one-time set-up fee + \$20 monthly fee + Any paid add-ons that you choose.

Payment Options

You can:

- (1) Pay monthly
- (2) Pay annually and receive a 5% discount off the total monthly cost

Length of Time

To receive this special pricing package, you agree to pay a one-time set-up fee of \$49 and eighteen monthly payments. After this time you can continue this agreement on a month-by-month basis by continuing to make payments. Three-thirty ministries agrees to keep your monthly price in effect for eighteen months from the release date of your app.

Apple’s Product Submission Process

Once an iPhone/iPad app is complete, it will be submitted to Apple for approval. Three-thirty ministries is not responsible for delays concerning Apple’s review and approval process. In the event that Apple or Google rejects an app, Three-thirty ministries will attempt to work with them to resolve any issues. Three-thirty ministries is not responsible the final outcome of the review process, and, in the event that an app cannot be processed for the App Store or Google Play Store, all fees paid for the app will be refunded to you.

Completion

Once the app is available in Google Play or approved by Apple and released into the App Store, you will be notified and will have one week in which to request modifications. Modifications beyond this period of time will be subject to the current fee if an update is required. All sales are final.

Updates

Upon completion of the app, you will be notified concerning the process of requesting updates for your app. No fees will be charged for minor changes to your church’s information (i.e., schedule, welcome, website links and contact information) unless these adjustments exceed 8 changes per year. For graphic changes, the addition of new features and other adjustments that require an app update, the current Update charge is \$35 for the first hour or partial hour of work and \$45 for each hour following. If an update is needed, once you notify Three-thirty ministries with an update request, we will send a price quote and wait to receive approval from you before beginning modifications.

When submitting updates to the App Store, Three-thirty ministries, has no control over how long it takes Apple to approve the modifications. This time line can take anywhere from two days to two weeks once the modifications are uploaded for approval.

Copyright

You are responsible for making sure that there are no copyright infringements concerning the images, pictures, logos, icons, information, etc. that are submitted for the creation of your app or that are used on the website which you are requesting Three-thirty ministries to use in the creation of your app. Three-thirty ministries is not responsible for acquiring or confirming any copyright permissions for images, pictures, logos, icons, information, etc., that are being submitted for the app creation or that are maintained on or through your website. If you come to the knowledge that you are not in accordance with copyright laws, including items being used in the app, you must immediately contact Three-thirty ministries, requesting an adjustment or an update to change or remove the item in question, paying any updating fees that this change may incur.

Editorial/Marketing Information

Three-thirty ministries does not offer editorial or marketing services for your app. You are solely responsible for all content, grammar, promotion and publicity for your app. Three-thirty ministries does not provide any form of promotion for your app.

Information Icon

Three-thirty ministries reserves the right to insert an “information” icon on the main menu and/or first screen of each app, and sometimes at other places deemed appropriate containing information about Three-thirty ministries and the services we offer.

Design

Our desire is to produce an app that is pleasing for you and to establish a long-term tool that will bless your organization, congregation or community. We want you to have as much influence in the look of your app as possible, even to the point of you being able to fully design your own screens. Nevertheless, our designers many times have to make judgment calls and “fill in the gaps” around the information and images that you supply. If you want specific items in your app or for items to operate in a specific way, please give us this information in detail when you first request your app. All design features are subject to your final approval through screen shots prior to the release of your app and/or during the review period the first week after the release of your app.

Production Time

Production time can vary. In an appropriate amount of time after receiving your submission, we will contact you with a tentative time line.

Developer/Administrative Rights

Three-thirty ministries has the right to refuse the production or continuance of an app at any time for any reason.

Termination of an App

You can request at any time for your app to be removed from the Google Play or App Store. There is no charge for the termination of an app although you are responsible for fulfilling the terms of this agreement, namely the one-time set-up fee and twelve monthly payments, even if you request the app to be terminated before the end of this time.

Disclaimers

Three-thirty ministries assumes no responsibility or liability for any harm or injury that may occur from the use or misuse of any of the information, ideas or resources contained on your app or any information that is accessed in your website through the app. You are solely responsible for any harmful or damaging situations that might occur from any ideas, images, information or other items that might be contained in, on or through your app and you agree

not to hold Three-thirty ministries responsible in any way.

Your app may also contain links to websites. Three-thirty ministries is not responsible for confirming the validity of these sites and is not responsible for either the content or the privacy practices of these websites. If you discover an incorrect link or a link to a website that has content with offensive or ungodly information, pictures, etc., please contact us and let us know about it as soon as possible. Three-thirty ministries is not responsible for examining or approving links and cannot be held responsible for any broken or incorrect links. Our desire is to help you maintain the best resource possible and your help in providing quality and excellence is greatly appreciated. If, however, an update is required to remove unwanted or non-responding web-links or to remove any items in question, you are responsible for paying any updating fees that this change incurs.

Using Message Board/Push Notifications

Use the form at <http://threethirtyministries.org/push/> to communicate through a message board or by push notifications, if you have subscribed to these features. Please allow two-days notice for your requests. If a request is made with less time than two days, we will do our best to make sure it is posted on time but there is no guarantee of this.

Personal Information

Three-thirty ministries is committed to your privacy. Your personal information will not be sold to any third party. If, at some point, you need to change or update any of your personal, business or church information, please contact us at resources@threethirtyministries.org.

We may also occasionally send you information by email or regular mail concerning new products or offers from Three-thirty ministries. You may unsubscribe to these notifications and promotions at any time by using the information provided on them for unsubscribing.

Electronic Payments

Electronic payments for purchases and other services provided by Three-thirty ministries are handled through secured web-servers. When your app is uploaded you will receive information about how to set up monthly payments.

Payment or Correspondence by Mail

Please direct all payments or correspondence by mail to:

*Three-thirty ministries
P.O. Box 2334
Owasso, OK 74055*

Other Questions

If you have any other questions about the practices of Three-thirty ministries or other questions concerning your relationship with us, please feel free to contact us at resources@threethirtyministries.org.

3/12/14