

**National Association of Church Business Administration, dba The Church Network
MinistryPay Survey
Terms of Use Agreement
Updated August 1, 2014**

1. The National Association of Church Business Administration (doing business as The Church Network), herein referred to as NACBA, provides a national church staff compensation survey named MinistryPay or MinistryPay.com, associated reports, websites and related web links, and NACBA's published MinistryPay in book form (together collectively referred to as the "Survey") as a service for organizations or individuals that have registered and participated or paid a fee to NACBA or purchased MinistryPay in book form, such organizations or individuals are collectively referenced herein as Subscribers. Throughout this agreement "we," "us" or "our" refers to NACBA, and "you," "your," or "Subscriber" refers to any subscriber or authorized user of the Survey.
2. The Survey is protected property of, was created and is administered by NACBA, and NACBA, with the exclusive right to grant permission for the use of the Survey, grants permission to use the Survey to each Subscriber pursuant to the terms herein. NACBA has collaborated with Industry Insights, Inc. for Industry Insights, Inc. to assist NACBA in processing data and preparing reports derived from the permission granted for Subscribers' use of the Survey.
3. **All data, content and information provided on or through the Survey, including, without limitation, all survey data entered by a user, participant or Subscriber; NACBA's MinistryPay published in book form; and any report data (collectively referred to as "Reports"), may be used by you only under the following terms and conditions as set forth in this Terms of Use Agreement (collectively, the "Agreement"). By becoming a Subscriber, or by accessing or making any use of the Survey, you hereby agree to be bound by this Agreement. The person accepting this Agreement on behalf of a subscribing organization or individual, warrants and represents that he or she has the authority to enter into this Agreement as themselves or on behalf of the Subscriber.**
4. **Limited Right to Use.** Use of the Survey and the Reports is licensed, not sold, to you. As a Subscriber of the Survey, you are granted a nonexclusive, nontransferable, revocable, limited license to access and use the Survey and the Reports in accordance with this Agreement and the terms of your subscription with us. NACBA may terminate this Agreement and/or the license granted to Subscriber hereunder upon any failure or refusal by Subscriber to timely pay when due any subscription fee or other amount due from Subscriber to NACBA, or any default or breach by Subscriber of any of the terms or conditions of this Agreement or any related subscription order, invoice, or other agreement between Subscriber and NACBA. NACBA authorizes you to view and download materials at this site that is

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5. **Limitations on Use.** The Reports may be used, copied, or stored only by Subscriber and only for the Subscriber's internal business purposes. You agree that you will use this Survey and its Reports only as expressly authorized in this Agreement, and that any use not expressly authorized herein is prohibited. You further agree that you will **not**:
 - A. Copy, download, store in any retrieval system, distribute, adapt or transform, publicly display, or publicly present the Survey or its Reports, or any portion thereof; except as stated in this Sections 4 and 5 (Limited Right to Use and Limitations on Use);
 - B. Use any network monitoring or discovery software to determine the website or software architecture, or extract information about usage or about the individual identities of Subscribers or any employee of a Subscriber;
 - C. Use any robot, spider, other automatic software or device, or manual process to monitor or copy the Survey and/or its Reports;
 - D. Use the Survey for any illegal purpose or for the submission or transmission of material that is harassing, threatening, libelous, obscene, tortuous or otherwise unlawful or objectionable, or for the distribution of unsolicited mass email messages (including spam) or other commercial solicitations; or,
 - E. Use the Index or any Reports in a manner which is contrary to any notice, direction or restriction issued in the future by NACBA.
6. **Property Rights of NACBA.** You acknowledge and agree that portions of the Survey and its Reports contain and are protected by copyright, trademark, trade secret and/or other intellectual property rights; and that you have no independent intellectual property rights to the Survey and its Reports, except as expressly granted in this Agreement. You also agree that, except as expressly provided in this Agreement, nothing in this Agreement or the conduct of the parties shall be construed as conferring on the Subscriber any license or right, by implication, estoppel, or otherwise, under copyright or other intellectual property rights. You also agree to abide by this Agreement regardless of whether any portion of the Index or

the Reports is also protected by copyright, trademark, trade secret or any other intellectual property law. All of your obligations and acknowledgements under this Agreement, including without limitation those regarding limitations on use and the intellectual property rights of NACBA, shall expressly survive the termination or expiration of this Agreement.

- 7. Subscriber Obligations.** You agree: to provide truthful and accurate registration information as requested by NACBA; to provide accurate and complete survey information; to promptly inform NACBA of any changes to your registration information; to timely pay all subscription fees and other charges as required by NACBA and to abide by all other terms of your subscription agreement with NACBA; to take all reasonable precautions to safeguard access to your password and to prevent unauthorized use of the Survey; and to promptly report to NACBA any unauthorized use of your password or the Survey of which you become aware.
- 8. NACBA Obligations.** Should NACBA terminate the administration of the Survey, NACBA shall cease offering subscriptions to potential and current Subscribers and cease collecting data used to compile the survey, but shall continue to fulfill the terms of subscriptions with Subscribers who have already contracted for a subscription until the termination of the then-current annual subscription agreement between NACBA and such Subscriber.
- 9. Privacy Policy.** Subject to the use of survey information as permitted in the following Section 10, NACBA agrees to use reasonable efforts to protect the privacy of your information in accordance with the NACBA Privacy Policy as referenced on the Survey web site, which Privacy Policy is subject to modification by NACBA from time to time without notice.
- 10. Survey Information You Provide.** You hereby grant to NACBA a nonexclusive, perpetual, irrevocable, worldwide, royalty-free license, to reproduce, distribute, modify, sublicense, and to use in any way, all survey responses and other survey-related information which you provide to NACBA during this Agreement, any renewals thereof, and after any termination or expiration thereof. You hereby release NACBA and Industry Insights, Inc., and agree that you shall have no recourse against NACBA or Industry Insights, Inc., for any alleged or actual use, infringement or misappropriation of any proprietary right or information contained or disclosed in your communications to NACBA. This Section 10 shall survive any termination or expiration of this Agreement. Notwithstanding the foregoing, the information that you provide will only be made available to others in aggregate form, such that the information will not be identified as pertaining solely to any one specific Subscriber, or to any one specific individual associated with a Subscriber.
- 11. Term.** The initial term of this Agreement shall be for twelve (12) months from the date it is accepted (by clicking on the "I Agree" or similar box), or from such other date as may be specified in any subscription order, invoice or agreement with NACBA (the "Initial Term"). For special promotions, a term may be for other than

twelve months as may be specified in any subscription order, invoice or agreement with NACBA. This Agreement and all of your rights therein, including, but not limited to the right to access the Survey and your Reports shall automatically terminate at the end of the Initial Term unless you renew this Agreement by paying the appropriate renewal fee. The "Renewal Term" shall be for a period of twelve (12) months from the end of Initial Term or from the end of most previous renewal term. The pricing for the renewal subscription will be at the published pricing as specified on the Survey website at the time of renewal. The term of this Agreement is subject to early termination in the event that Subscriber breaches any term of this Agreement.

12. DISCLAIMER OF WARRANTIES.

A. THE SURVEY AND ALL ITS CONTENT AND REPORTS ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS. NACBA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

B. NACBA and Industry Insights, Inc. make no warranty as to the accuracy, completeness, currency, or reliability of any content available through the Survey. Use of the Survey and the Reports is at Subscriber's sole risk. NACBA makes no warranty or representation that the use of the Survey or Reports will be uninterrupted, free of errors, defects, viruses or other harmful components, or that the content will always be accessible. NACBA may make improvements or changes to the Survey or Report features, functionality, or content at any time.

13. Limitation of Liability. You agree and acknowledge that NACBA and Industry Insights, Inc. shall not be liable for any loss, injury, claim, liability, or damages of any kind (including without limitation any special, direct, indirect, incidental, or consequential damages or attorneys' fees), whether based in contract, tort, strict liability or otherwise, relating to or arising from: (a) any defects, errors or omissions in this Survey or the Reports; (b) the unavailability or inaccessibility of this Survey or the Reports, or any portion thereof; (c) your use of this Survey or the Reports; or (d) your use of any equipment or software in connection with this Survey or the Reports. To the extent the foregoing limitation of liability is limited or prohibited by applicable law, and notwithstanding any other term or provision hereof, the sole aggregate obligation of NACBA to you is limited to providing a refund of the amount of the subscription fees paid by you for the then most recent twelve-month subscription period.

14. Indemnification. You hereby indemnify, defend and hold NACBA and Industry Insights, Inc. harmless (as well as their respective officers, directors, shareholders, employees, agents, licensors, suppliers and any third party information providers to the Survey or the Reports), from and against all claims, liability, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your use of

this Survey, the Reports (including survey data or other survey-related information), or any breach or failure to comply with any provision of this Agreement by you or any individual or organization acting on your behalf or direction.

15. Remedies for Violations. NACBA reserves the right to seek all remedies available at law and in equity for any breach or failure to comply with any provision of this Agreement by you, including but not limited to the right to block access from a particular internet address to the Survey and any other NACBA website.

16. Dispute Resolution.

- A. In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement or the breach thereof, and except as expressly provided herein, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- B. If the parties cannot resolve the dispute, the parties agree to attempt to resolve such dispute by at least one-half (1/2) day mediation within fifteen (15) days after a request for mediation is submitted by one party to the other. A representative of each party to the dispute shall attend the mediation in person or electronically (such as by Skype or video conferencing) if feasible and unless otherwise agreed. The mediation shall take place in Dallas County, Texas, unless the mediation is performed in whole or in part by electronic means. The dispute shall be mediated by a disinterested third-party mediator chosen by NACBA. The parties agree to share equally all mediator fees and expenses, unless agreed otherwise in writing. If a party refuses to mediate as provided herein, then such party thereby waives any right or claim to recovery for attorneys' fees or costs incurred in any litigation or arbitration brought to construe or enforce the Agreement.
- C. If the parties do not reach such solution through mediation, then, upon notice by either party to the other, such dispute, claim, question or disagreement shall be resolved by arbitration in Dallas, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), subject to the limitations of this Section 16. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of a demand for arbitration shall be filed in writing with the other party hereto and with the AAA. The demand for arbitration shall be made within a reasonable time after the dispute has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. The parties agree that one (1) arbitrator shall arbitrate the dispute. The arbitrator

shall be selected by the joint agreement of the parties, but if they do not so agree within twenty (20) days after the date of the notice of a demand for arbitration referred to above, the selection shall be made pursuant to the Commercial Arbitration Rules of the AAA from the panels of business arbitrators maintained by the AAA. The decision of the arbitrator shall be made in writing, shall be final, judgment may be entered upon it in any court having jurisdiction thereof, and the decision shall not be subject to vacation, modification or appeal, except to the extent permitted by the Federal Arbitration Act.

- D. The arbitrator fees and arbitrator costs and expenses shall be shared equally by the parties.
- E. Notwithstanding the foregoing, NACBA shall have the right to seek injunctive or other emergency relief in a court of law or through the AAA without regard to these mediation or arbitration procedures if NACBA determines that its rights or property interests stated in or arising from this Agreement are or may be irreparably injured or are in jeopardy of being irreparably injured and such injury cannot be compensated in damages or measured by any pecuniary standard.
- F. Except for arbitrator fees and costs shared amongst the parties, the prevailing party in any litigation or dispute resolution tribunal shall be entitled to recover reasonable attorneys' fees, litigation and arbitration costs (except as shared between the parties), and expenses.

17. General Contract Provisions. This Agreement is governed by and construed in accordance with the laws of the State of Texas. This Agreement incorporates by reference any notices contained on the Survey web site and the Privacy Policy. If any provision of this Agreement is deemed unlawful, void or unenforceable, then that provision shall be severed from the remaining provisions and shall not affect their validity and enforceability.

18. Modifications to Terms of Use. NACBA reserves the right to change the terms of this Agreement or NACBA Privacy Policy at any time. Updated versions of this Agreement or the Privacy Policy will appear on this Survey and are effective immediately. These Terms of Use may be changed without notice from time to time. The current version is available on the NACBA website at <http://www.MinistryPay.com>. You are responsible for regularly reviewing the terms of this Agreement and the Privacy Policy. Any use of this Survey or its Reports following any such changes constitutes your acceptance of such changes.

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