

1. Agreement to Terms

The Ezra Project ("The Ezra Project", "ADDBIBLE™", "we", or "us"), allows you access to and use of this site ("Site") subject to these terms of use (the "Terms"). Specific services available through the Site may include additional terms, which are hereby incorporated into these Terms. Please read both these Terms and any additional terms carefully before accessing or using the Site. BY USING OR ACCESSING THE SITE, YOU ACCEPT THESE TERMS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY.

2. Modification of Terms

We may amend these Terms from time to time. If we make material changes to the Terms, we will notify you by posting a prominent notice on the Site and/or sending you an e-mail at your primary email address, as specified in your Account (defined below). Any changes to these Terms will be effective immediately for new users of our Site; otherwise these changes will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you or thirty (30) calendar days following our posting of a notice on our Site. You are responsible at all times for updating your Account to provide to us your most current e-mail address. If the last e-mail address that you have provided to us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of our Site following notice of such changes shall indicate your acknowledgement of, and agreement to be bound by, such changes.

3. Your Information and Account

For certain uses of the Site, The Ezra Project may require you to provide information about yourself (such as identification or contact information) or to create a user account ("Account"). You agree that any such information and any information that you provide in connection with your Account will always be correct, complete and up to date. You will be responsible for all activities that occur under your Account and therefore you agree to keep your password confidential. You agree to notify us immediately of any unauthorized use of your Account or if you believe that your password is no longer confidential. We reserve the right to require you to alter your user name and/or password if we believe that your Account is no longer secure. You will not: (a) provide any false information as part of your Account information or in connection with the Site; (b) create an Account for anyone other than yourself; (c) create or use more than one

Account at any given time; (d) transfer your Account to anyone else; (e) permit others to use your Account; or (f) use or access other persons' Accounts.

4. Note to International Visitors

BY VISITING OUR WEB SITES AND USING ANY OF THE SERVICES AVAILABLE THROUGH THE WEB SITES (THE "SERVICES"), YOUR PERSONAL INFORMATION WILL BE PROCESSED IN ACCORDANCE WITH OUR [PRIVACY POLICY](#) ("PRIVACY POLICY"). YOUR PERSONAL INFORMATION MAY BE PROCESSED IN THE COUNTRY WHERE IT WAS COLLECTED, AS WELL AS IN COUNTRIES WHERE PRIVACY LAWS MAY BE LESS STRINGENT, INCLUDING THE UNITED STATES. BY USING THE SERVICES OR SUBMITTING PERSONAL INFORMATION THROUGH THE SERVICES, YOU ARE EXPRESSLY CONSENTING TO SUCH PROCESSES. TO THE EXTENT YOU PROVIDE PERSONAL INFORMATION ABOUT A NAMED PERSON OR ENTITY THAT IS NOT A CURRENT USER OF OUR SERVICES, YOU REPRESENT THAT YOU HAVE THAT PERSON OR ENTITY'S CONSENT TO DO SO.

5. Site Conduct

When using the Site, you agree to comply with the following guidelines:

- you may not post or transmit information, data, text, software, graphics, sound, photographs, video, messages, or other content (collectively, "Content") that is unlawful, harassing, inaccurate, libelous, defamatory, obscene, fraudulent, harmful, threatening, abusive, hateful, or is otherwise determined to be objectionable by us;
- you may not interfere with other users' use of the Site;
- you will not post or upload any virus, time bomb, worm, corrupted file, or other software routine capable of disrupting, disabling, harming the operation of, or providing unauthorized access, to the Site;
- you will comply with all of these Terms and any applicable laws or regulations (including any laws regarding the export of data or software to and from the United States or other relevant countries);
- you may not use the Site to advertise or sell products or services to others or engage in activities such as contests, sweepstakes, or pyramid schemes;
- you may not impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- you may not post or transmit Content that you do not have a right to post or transmit under any law or under contractual or fiduciary relationships (such as inside information, confidential information, etc.); and

- you may not use the Site to solicit, collect or store personal data or passwords of other users.

6. Violation of Terms

If you violate any of these Terms or other user guidelines posted on the Site, or if The Ezra Project believes that your conduct or Content is offensive or illegal, violates the rights of, harms, or threatens to harm third parties, or may create liability for The Ezra Project or third parties, The Ezra Project reserves the right (but is not obligated) to investigate and take appropriate legal action in its sole discretion, including removing Content from the Site, notifying the appropriate authorities regarding the source of such Content, barring you from accessing the Site, and terminating your Account.

7. Submission of Content

You grant to The Ezra Project a world-wide, royalty-free, perpetual, irrevocable, transferable, non-exclusive and fully sub licensable right and license to use, reproduce, modify, adapt, publish, translate, prepare derivative works of, distribute, perform and display any and all Content (in whole or part) that you post or submit to the Site ("User Content"), and to incorporate the User Content in other works, in any form, media, or technology now known or later developed. You represent and warrant that: (a) you have the right to grant the foregoing license and to post and submit the User Content; and (b) the User Content will not infringe, misappropriate, or violate any third party rights (including any intellectual property rights). You are solely responsible for your User Content. The Ezra Project reserves the right in its sole discretion to delete or leave unchanged any Content submitted to or appearing on the Site.

8. Third Party Links and Third Parties on the Site

The Ezra Project or third parties may provide on the Site links to other Internet sites or services ("Third Party Sites and Services"). The Ezra Project has no control over Third Party Sites and Services; The Ezra Project does not endorse, and is not responsible for, any Third Party Sites and Services or the information, material, products or services contained on or accessible through Third Party Sites and Services. You acknowledge that The Ezra Project is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance upon any such information, material, products, or services. Many Third Party Sites and Services have their own terms of use and privacy policies that differ from ours. The Ezra Project's Terms and Privacy Policy only apply to our Site and do not apply to any Third Party Sites and Services.

We may allow third parties to provide certain information displayed on the Site. Any third-party information is not sponsored, endorsed, recommended, or licensed by The

Ezra Project. You should directly contact the third parties and/or their references for the most accurate information.

Your interaction, correspondence or transactions with, third parties using the Site, including participation in promotions or e-commerce (collectively, "Third Party Interactions"), and any terms, conditions, warranties or representations associated with Third Party Interactions, are solely between you and such third parties. You agree that The Ezra Project shall not be responsible or liable for any loss or damage of any sort incurred in connection with your Third Party Interactions or the presence of such third parties on the Site. The Ezra Project reserves the right (but is not obligated), to monitor, or take any action The Ezra Project deems appropriate regarding, disputes between you and third parties using the Site. To the extent permitted under applicable laws, you hereby release The Ezra Project from any and all claims or liability related to: (a) any Content posted on the Site by you or third parties; or (b) the conduct, whether online or offline, of any third party.

You hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

9. Indemnification

You agree to indemnify, defend and hold harmless The Ezra Project, its affiliates, governing board, officers, agents, employees, partners, and suppliers from any liability, loss, claim, demand, costs and expenses (including reasonable attorneys' fees) related to:

- your use of the Site;
- any breach or inaccuracy of any representation or warranty made under these Terms;
- your violation of these Terms;
- your violation of applicable laws or any rights of third parties; or
- your posting of User Content to the Site.

10. Use and Storage of Content on the Site

The Ezra Project may establish general practices and limits concerning the use of the Site, including without limitation, the maximum number of days that content will be available on, or retained by, the Site. The Ezra Project, in its sole discretion, reserves the right to change these general practices and limits at any time.

11. Ownership of Content and Intellectual Property Rights

The Ezra Project owns the Site and all Content therein (other than your User Content) ("Site Content") and all worldwide intellectual property rights relating to the foregoing. Except as expressly authorized by The Ezra Project, you may not copy, distribute, sell, lease, perform, display, sublicense, modify or prepare derivative works of the Site or Site Content, in whole or in part. The Ezra Project reserves all rights not expressly granted to you under these Terms. Any use of the Site not expressly permitted by these Terms will be deemed a breach of these Terms and may violate copyright, trademark, and other laws.

The Ezra Project will treat any feedback or suggestions you provide to it as non-confidential and non-proprietary. You grant The Ezra Project the right to use any feedback or suggestions you provide in any manner and for any purpose without any obligation to compensate you.

12. DISCLAIMER OF WARRANTY

NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT THE EZRA PROJECT'S WARRANTY TO THE EXTENT SUCH WARRANTY MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR CONDITIONS. ACCORDINGLY, ONLY THE EXCLUSIONS AND LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK AND THAT THE SITE, SITE CONTENT, AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE EZRA PROJECT EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

IN PARTICULAR, NEITHER THE EZRA PROJECT NOR ANY OF ITS SUBSIDIARIES OR AFFILIATES REPRESENTS OR WARRANTS TO YOU THAT: YOUR USE OF THE SITE OR SITE CONTENT WILL MEET YOUR REQUIREMENTS; YOUR USE OF THE SITE OR SITE CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, FREE OF VIRUSES OR OTHER HARMFUL CODE; ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SITE WILL BE ACCURATE OR RELIABLE; OR THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED

YOU DOWNLOAD OR OBTAIN MATERIAL FROM THE SITE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE EZRA PROJECT OR THROUGH OR FROM THE SITE OR SITE CONTENT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

13. LIMITATION OF LIABILITY

NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT THE EZRA PROJECT'S LIABILITY FOR LOSSES TO THE EXTENT SUCH LIABILITY MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS AND EXCLUSIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU EXPRESSLY AGREE THAT THE EZRA PROJECT, ITS AFFILIATES, GOVERNING BOARD, OFFICERS, AGENTS, EMPLOYEES, PARTNERS OR SUPPLIERS SHALL NOT BE LIABLE TO YOU FOR ANY OF THE FOLLOWING:

(A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH THE SITE, SITE CONTENT, ANY SERVICES PROVIDED IN CONNECTION WITH THE SITE, OR THESE TERMS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; AND

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE IN CONNECTION WITH:

- ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY INFORMATION POSTED ON THE SITE;
- ANY CHANGES WHICH THE EZRA PROJECT MAY MAKE TO THE SITE, OR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SITE (OR ANY FEATURES WITHIN THE SITE);
- THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SITE;

- YOUR FAILURE TO PROVIDE THE EZRA PROJECT WITH ACCURATE ACCOUNT INFORMATION; YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL; OR
- ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY.

THE LIMITATIONS ON THE EZRA PROJECT'S LIABILITY TO YOU IN THE ABOVE PARAGRAPHS SHALL APPLY WHETHER OR NOT THE EZRA PROJECT HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

THE EZRA PROJECT'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE SITE, SITE CONTENT, ANY SERVICES PROVIDED IN CONNECTION WITH THE SITE, AND THESE TERMS WILL AT ALL TIMES BE LIMITED TO FIFTY U.S. DOLLARS (\$50 USD), [EXCEPT THAT, WITH RESPECT TO ANY DONATED GOODS OR SERVICES RECEIVED THROUGH THE SITE, THE EZRA PROJECT'S LIABILITY, IN ANY CASE, IS EXPRESSLY LIMITED TO REPLACEMENT OF THE DEFECTIVE GOOD OR REPERFORMANCE OF THE SERVICE, OR AT THE EZRA PROJECT'S ELECTION, TO THE REPAYMENT OR CREDITING TO YOU OF AN AMOUNT EQUAL TO THE PRICE OF THE GOODS OR SERVICES.] THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

14. Copyright Infringement Policy

The Ezra Project will respond to notices of alleged copyright infringement that comply with applicable law (including, in the United States, the Digital Millennium Copyright Act), and we maintain a policy of terminating the Accounts of repeat offenders. If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials or access from the Site by submitting written notification.

The written notice must include substantially the following:

- your physical or electronic signature;
- identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site, a representative list of such works;
- identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
- adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address);
- a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law;

- a statement that the information in the written notice is accurate; and
- a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

The Ezra Project can be reached as follows:

THE EZRA PROJECT
Attn: Legal Department
1399 S. Havana Street
Suite 201E
Aurora, CO 80012
ezra@ezraproject.net

15. Trademarks

ADDBIBLE and its logo is a registered trademark of The Ezra Project. You must not use the ADDBIBLE trademark without the prior written permission of The Ezra Project. All third-party trademarks on the Site are the property of their respective owners.

16. Modifications to the Site

The Ezra Project reserves the right from time to time to modify the Site, suspend access to all or portions of the Site, or close the Site indefinitely, with or without notice. You agree that The Ezra Project will not be liable to you or to any third party for any modification, discontinuance, or suspension of the Site, in whole or in part.

17. Termination

Subject to this Section, this Agreement will remain in full force and effect while you use the Site or maintain an Account. You may terminate your Account at any time and for any reason through the appropriate account management page on the Site. The Ezra Project has the right to terminate your Account, immediately effective upon sending notice to you at the e-mail address you provide in your Account. You agree that we will have no liability to you for any costs, expenses, losses, damages, or liabilities arising out of or relating to our termination of your Account, your access to and use of the Site, or this Agreement. Even after this Agreement is terminated for any reason, the following provisions of this Agreement will remain in effect: Sections 7, 8, 9, 12 through 14, 17, 20, and 21.

Without limiting the foregoing, if you use, copy, distribute, sell, display, perform, sublicense or prepare derivative works of any part of the Site in breach of these Terms, your right to use the Site will cease immediately and you must, at The Ezra Project's sole discretion, return or destroy any copies of Site materials you have made.

18. Disclosures

The Ezra Project is located at 1399 S. Havana Street, Suite 201E, Aurora, CO 80012. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

19. Electronic Communications

For contractual purposes, you (a) consent to receive communications from The Ezra Project in an electronic form (whether The Ezra Project posts notices on the Site or communicates with you via email); and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that The Ezra Project provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights. Any notices to you by The Ezra Project may be made by either email or regular mail.

20. General Provisions

These Terms and any Additional Terms constitute the final, complete, and exclusive agreement between you and The Ezra Project regarding the Site and supersede all prior or contemporaneous agreements, understandings, and communications, whether written or oral, between you and The Ezra Project (including, but not limited to, any prior versions of these Terms).

These Terms and the resolution of any controversy or claim arising out of or related to these Terms or the Site ("Claim") shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. The Ezra Project's failure to insist upon strict enforcement of any provision of these Terms shall not be construed as a waiver of any provision or right. All waivers will be effective only if in writing. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will be enforced in accordance with their terms. You acknowledge that the Site and Site Content contains valuable trade secrets and proprietary information of The Ezra Project, that any actual or threatened breach of the Section entitled "Ownership of Content and Intellectual Property Rights" will constitute immediate, irreparable harm to The Ezra Project for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. The section headings in these Terms are for convenience only and have no legal or contractual effect. "Includes" and "including" are not limiting.

Regardless of any statute or law to the contrary, you hereby waive your right to bring any Claim against The Ezra Project more than 1 year after such Claim first arose.

21. Arbitration

All Claims will be settled by binding arbitration in accordance with the Comprehensive Arbitration Rules of JAMS. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. You consent to the arbitration being conducted in the English language and in the county of Arapahoe, Colorado. Each party will bear its own costs incurred in such arbitration proceeding. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, The Ezra Project may seek injunctive relief in any court having jurisdiction to protect its intellectual property or confidential or proprietary information.