

## “LET’S TALK ABOUT ACP” PROGRAM TERMS OF USE AGREEMENT

This Terms of Use Agreement outlines the access and usage rules for the “Let’s Talk About ACP” educational workshop curriculum and all related materials and resources (i.e., the Program) by the Licensee:

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- In exchange for full payment of \$495 user fee, a one-year’s license is granted for unlimited use of one (1) internet download of the Let’s Talk About ACP Program content. Heart Tones does not have any responsibility to replace or restore your purchase in the event of loss or damage following a successful download of the Program to your designated computer. Due to the product nature, there is no refund option.
- Up to two (2) people from your church or organization will be eligible for a 60-minute, one-on-one, online facilitator training session by Heart Tones within 60 days of the digital download of the Program.
- Licensee will receive 10 copies of The African-American Spiritual and Ethical Guide and 10 “I’ve got my house in order” buttons via USPS within 10 - 15 business days upon enrollment and payment. Licensee may contact Heart Tones directly to request applicable rates for additional copies of The Guide and buttons. All transactions will be managed through a secure connection to protect your privacy and credit card information.
- No sharing, copying, or distributing any part of the Program’s content is permitted, except for the sole purpose of what is needed to present the workshop in your church or community venue to educate its constituents about advance care planning, healthcare decision-making, and end-of-life matters. No modifications are permitted to the work in any manner, whatsoever, including but not limited to the addition of labels, stickers, or other designations to any portion of the Program. Licensee shall not create or use any composite materials or marks that combine the Work or the Licensed Marks with any other trademark, service mark, trade name, or domain name.
- It is the Licensee’s responsibility to oversee and ensure the Program’s usage adheres to the terms in this agreement. If at any time, Heart Tones believes Licensee’s use of the Licensed Marks in promotion adversely

reflects upon the reputation of Heart Tones or the Licensed Marks or the Program, or that it causes any public confusion, Licensee shall, as reasonably required by Heart Tones, either remove, discontinue, or change any content to reflect favorably upon the reputation of Heart Tones and the Licensed Marks and the Program, and/or lessen the chance for confusion. Heart Tones shall be entitled to terminate this Agreement upon written notice if Licensee fails to keep, observe, or perform in any material respect any covenant, agreement, term, or provision of this Agreement.

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- Confidentiality and non-disclosure of the Program is required by those who have access and use of its content. Confidential means any data or information that is proprietary to you and not generally known to the public, whether in a tangible or intangible form shall remain non-disclosed, to include, but is not limited to, any concepts, data, process, design, know-how, or related proprietary information regarding trade secrets of the Program.
- The term of this agreement shall be one (1) year from the effective date for unlimited use of the Program in the church or community venue. This agreement shall be automatically renewable at the end of the current term for a new annual term unless either party gives written notice of its intention not to renew 30 days before expiration of the current term. Heart Tones will give notice of impending renewal of the Program at least 60 days prior to automatic renewal. Renewal provides uninterrupted access and use of the Program, to include updated presentation materials, online facilitator training, discount pricing for booklets, and online access to new and current resources. The annual license renewal fee is \$149. This agreement provides that all licensee agreements transfer to Heart Tones immediately upon termination or expiration of the Licensee agreement. Licensee shall immediately discontinue and refrain of any use of the Program and cease use of promotional and other materials after the termination of this agreement for whatever reason.
- I acknowledge and agree to abide by the terms of use as presented in this agreement.

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- I understand that the effective start date of access and unlimited use of the program is valid for a period of one year with an option to automatically renew annually for continued use of the Program. Heart Tones will give notification at least 60 days prior to the renewal period.
- I understand Heart Tones will provide authorization to download the Program within 3-5 business days of receipt of agreement and payment. All payments shall be made in full for access and use of the Program.

Effective Dates: \_\_\_\_\_, 2020 to \_\_\_\_\_, 2021  
                                  Month    Day                                    Month    Day

**Licensee/Church Organization:**

Church Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Approved by:(Signature) \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone: (Area Code) \_\_\_\_\_(Number) \_\_\_\_\_

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