

Terms of Service

This is a contract between you (the Customer) and us (ChurchDesk). It describes the services we will provide to you and how we will work together. It is a legal document and some of the language is necessarily “legalese” but we have tried to make it as readable as possible. These terms are so important though that we cannot provide these services unless you agree to them.

By using the Subscription Service or receiving the Consulting Services, you are agreeing to these terms.

1. Definitions

“Agreement” means these Customer Terms of Service and all materials referred or linked to in here. If you are keeping track, the Customer Terms of Service used to be called the Terms of Use.

“Billable Users and Contacts” means those types of Users and Contacts (defined below) for which we charge fees as set forth on our Pricing Page.

“Billing Period” means the period for which you agree to prepay fees under an Order Form, which will be the same as or shorter than the Subscription Term. For example, if you subscribe to the Subscription Service for a one (1) year Initial Subscription Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.

“Communication Services” means third-party forums, online communities, blogs, personal web pages, calendars, and/or other social media communication facilities (such as Facebook, Twitter and LinkedIn) linked to or from the Subscription Service that enable you to communicate with the public or with a private group.

“Confidential Information” means all information provided by you or us (“Discloser”) to the other (“Receiver”), whether orally or in writing that is designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser or (ii) was known to the Receiver before receipt from the Discloser.

“Contact” means a single individual (other than a User) whose Contact Information is stored by you in the Subscription Service.

“Contact Information” means the name, e-mail address, phone number, online user name(s), telephone number, and similar information submitted by visitors to your landing pages on the Subscription Service or uploaded by you to the Subscription Service.

“Consulting Services” means the professional services provided to you by us, which may include training services, installation, integration or other consulting services.

“Customer Data” means all information that you submit or collect via the Subscription Service. Customer Data does not include Enrichment Data.

“Customer Materials” means all materials that you provide or post, upload, input or submit for public display through the Subscription Service.

“Enrichment Data” means the data we make available to you as part of the Subscription Service, including data you may provide to us as described in the ‘Company Data’ section in the ‘CRM’

provisions below. Enrichment Data also includes information about Users, such as social media handles, avatars, and alternate e-mail address, that we obtain from public or third party sources.

“ChurchDesk Content” means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service or Consulting Services, including Enrichment Data.

“Maximum Contacts” means the maximum number of Contacts you are permitted to use with the Subscription Service as identified in your Order Form, plus any Contacts added as part of an upgrade.

“Order Form” or “Order” means the ChurchDesk-approved form or online subscription process by which you agree to subscribe to the Subscription Service and purchase Consulting Services. Most Orders are completed through our online payment process or via in-app purchase. The purchase form may be referred to as a “Statement of Work” if you are purchasing only Consulting Services.

“Pricing Page” refers to the pricing page on our website.

“Sensitive Information” means credit or debit card numbers; personal financial account information; Social Security numbers; passport numbers; driver’s license numbers or similar identifiers; racial or ethnic origin; physical or mental health condition or information; or other employment, financial or health information, including any information subject to regulations, laws or industry standards designed to protect data privacy and security, such as the Health Insurance Portability and Accountability Act and the Payment Card Industry Data Security Standards.

“Site Visit” or “Visit” means interaction with your website by a single visitor in a single session.

“Subscription Fee” means the amount you pay for the Subscription Service.

“Subscription Service” means our applications that you have subscribed to by an Order Form or that we otherwise make available to you, and developed, operated, and maintained by us, accessible via or another designated URL, and any ancillary products and services, including website hosting, that we provide to you.

“Subscription Term” means the Initial Subscription Term and all Renewal Subscription Terms.

“Third-Party Products” means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service. These products and services include non-ChurchDesk apps available from, for example, the following: our integrations page partner directory and links made available through the Subscription Service.

“Third-Party Sites” means third-party websites linked from within the Subscription Service, including Communications Services.

“Users” means your employees, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

“ChurchDesk”, “we”, “us” or “our” means the applicable contracting entity as specified in the ‘Contracting Entity and Applicable Law’ section of the ‘General Terms’

“You”, “your” or “Customer” means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable billing statement, online subscription process, Order Form or Statement of Work as the customer.

“Hardware” is any physical item provided by ChurchDesk as a single purchase or as a part of your subscription.

2. The Subscription Service

2.1. Access

During the Subscription Term, we will provide you access to use the Subscription Service as described in this Agreement.

2.2. Limits

The limits that apply to you will be specified in your Order Form, this Agreement or on our Pricing Page. You will be charged fees associated with all Billable Users and Contacts.

If we make modifications to the limits set forth on the Pricing Page that would negatively impact you, these modifications will not apply to you until the start of your next Renewal Subscription Term. On renewal, the current product usage limits on our Pricing Page will apply to your subscription, unless you and we otherwise agree.

2.3. Modifications

We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience. But we will not make changes to the Subscription Service that materially reduce the functionality of the Subscription Service provided to you during the Subscription Term. We might provide some or all elements of the Subscription Service through third party service providers.

2.4. Additional Features

You may subscribe to additional features of the Subscription Service by agreeing to a new Order Form.

2.5 Hardware

2.5.1 Hardware is rented

The hardware is delivered to the address specified in the order form. Ownership of the hardware remains with ChurchDesk and it is rented to you as part of your subscription. The risk of loss or damage transfers to the Customer upon delivery. The Customer is responsible for inspecting the hardware upon its receipt and must report any defects to ChurchDesk. Failure to report defects may affect the ability to receive a replacement or repair under the terms of the subscription.

2.5.2 Defects

Should the hardware prove defective, ChurchDesk will, at its discretion, either replace or repair the returned hardware. Customers must contact support at support@churchdesk.com for instructions before returning any hardware. ChurchDesk is not liable for any defects if the customer continues to use the hardware after discovering a fault. Liability for defects arising from improper use, unauthorized alterations, or repairs without ChurchDesk's written consent rests with the customer. Subscription fees

must continue to be paid during any period when the hardware is returned to ChurchDesk for repair or replacement, or if it is lost or otherwise unused.

2.5.3 Customer obligations

The hardware is to be used solely for its intended purpose. The customer is responsible for the maintenance and care of the hardware. If the hardware is damaged or lost, the customer assumes liability and will be billed for the replacement cost.

2.5.4 Return of hardware at the end of term

Upon the end of the subscription, the hardware must be returned to ChurchDesk. Please contact support@churchdesk.com to confirm the return address. Return shipping, including insurance and tracking, is the responsibility of the Customer. If the returned hardware is damaged beyond normal wear and tear, the Customer will be liable for the costs associated with refurbishing or replacing the hardware.

3. Customer Support

3.1. Support

Support is included in your Subscription Fee. We accept online support questions via e-mail or in-app 24 hours per day x 7 days per week. Responses are provided during support hours only, which are 9am-4pm CET. We attempt to respond to support questions within one business day; in practice, our responses are generally much faster. We do not promise or guarantee any specific response time and encourage the use of our online help desk, which can be found at <http://support.churchdesk.com>.

3.2. Availability

We try to make the Subscription Service available 24 hours a day, 7 days a week, except for planned down-time for maintenance.

4. Consulting Services

You may purchase Consulting Services through an Order Form. Fees for these Consulting Services are in addition to your Subscription Fee. If you purchase Consulting Services that recur, they will be considered part of your subscription and will renew in accordance with the 'Renewal Subscription Term' section below. Unless otherwise agreed, all Consulting Services are performed remotely.

For Consulting Services performed on-site, you will reimburse us our reasonable cost for all expenses incurred in connection with the Consulting Services. Any invoices will be due and payable within fourteen (14) days of the date of the invoice.

We might provide some or all elements of the Consulting Services through third party service providers. Consulting Services are non-cancellable and all fees for Consulting Services are non-refundable.

5. ChurchDesk Academy

We may offer educational seminars or certifications through ChurchDesk Academy. The descriptions of these educational seminars and certifications apply to your participation, are available on our Website. By participating in a ChurchDesk Academy educational seminar or certification, you agree to abide by the applicable terms and conditions that are made available to you.

6. Fees and Payments

6.1. Subscription Fees

The Subscription Fee will remain fixed during the Subscription Term unless you (i) exceed your Maximum Contacts, Users or other applicable limits (see Section 2.2 above), (ii) upgrade products or base packages, or (iii) subscribe to additional features or products, including additional Contacts. Where a price change applies to you, we will charge or invoice you under the new price structure, starting with the next Billing Period in the Subscription Term, except as provided below under 'Fee Adjustments During a Billing Period'. You may not downgrade your subscription during the Subscription Term and in order to avoid additional charges, you should purchase the appropriate tier of Subscription Service for your anticipated needs. We will monitor or audit remotely the number of Contacts in the Subscription Service and the number of Users on the Subscription Service.

Additional costs occur based on SMS usage and payment processing fees.

6.2. Fee Adjustments During a Billing Period

The Subscription Fee will increase during the course of a Billing Period if you exceed your Maximum Contacts or Users in a Billing Period. In this case, the Subscription Fee will increase to the tier price which corresponds with your maximum number of Contacts and Users from the current Billing Period. The Subscription Fee will also increase during a Billing Period up to the corresponding base package and tier price (as set forth on our Pricing Page) if you change products or subscribe to additional features for use during the Billing Period. This process will continue for each Billing Period during the Subscription Term. We determine the number of Contacts and Users in the Subscription Service. At your request, we will provide you with the detail we used to reach our conclusion. Once increased, your Subscription Fee will not decrease, even if there is a subsequent reduction in the number of Contacts.

6.3. Payment by credit card or direct debit

If you are paying by credit card or direct debit, you authorize us to charge your credit card or bank account for all fees payable during the Subscription Term. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

6.4. Payment by invoice

If you are paying by invoice, we will invoice you by e-mail no more than two (2) full calendar months before the beginning of the Initial Subscription Term and each subsequent Billing Period. All amounts invoiced are due and payable within fourteen (14) days from the date of the invoice, unless otherwise specified in the Order Form.

6.5. Payment Information

You are obligated to keep your contact information, billing information and credit card information (where applicable) up to date. All payment obligations are non-cancelable and all amounts paid are non-refundable. All fees are due and payable in advance throughout the Subscription Term.

6.6. Sales Tax

All prices are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Consulting Services. At our request, you will provide us with the VAT registration number under which you are registered in your member state.

7. Subscription Term and Renewal

7.1. Initial Subscription Term

The initial subscription term shall begin on the effective date of your Order Form, unless otherwise agreed, and renew at the end of the period selected during the subscription process (“Initial Subscription Term”).

7.2. Renewal Subscription Term and Non-Renewal

Unless one of us gives the other written notice that it does not intend to renew the subscription, this Agreement will automatically renew at the latest agreed upon Subscription Term. Written notice of non-renewal must be sent: (i) for a monthly Subscription Term no less than before the end of the Subscription Term, or (ii) for a Subscription Term of more than a month, no less than 60 (2) days in advance of the end of the Subscription Term, unless otherwise set forth in your Order Form.

Example: If your subscription renews on the 4th of June, a written notice of Non-Renewal needs to be sent to support@churchdesk.com until the 4th of April.

The Renewal of the Subscription Term will be on the terms and conditions of this Agreement, and subject to the renewal pricing provided for in an Order Form or, if not specified in the Order Form, on our Pricing Page.

See the ‘Limits’ section above for the applicability of product usage limits on renewal. Any discounts on the initial Subscription Term will not be included in the Renewal Subscription Term. The Customer has to request adjustments to the Subscription 30 days before the end of the Subscription Term. An adjustment from a subscription with a subscription price to a free subscription, or a subscription without a price, is prohibited. A notice of non-renewal has to be send by email to support@churchdesk.com.

The Subscription Term will end on the expiration date and cannot be canceled and downgraded before the renewal of the subscription period. We do not provide refunds if you decide to stop using the Subscription Service during your Subscription Term.

8. ChurchDesk's Proprietary Rights

This is an Agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. The Subscription Service and Consulting Services are protected by intellectual property laws, they belong to and are the property of us or our licensors (if any), and we retain all ownership rights them. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the ChurchDesk Content, the Subscription Service, or Consulting Services in whole or in part, by any means, except as expressly authorized in writing by us.

If we make Enrichment Data available to you, then you may only use that Enrichment Data in connection with your use of the Subscription Service (unless, of course, you have a source other than the Subscription Service for such Enrichment Data.) Enrichment Data may be made available to you based on Customer Data, but we will not use your Customer Data to enrich data for other parties. The Enrichment Data we provide may be provided from or through third party service providers or public sources.

We encourage all customers to comment on the Subscription Service or Consulting Services, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Consulting Services, without payment or attribution to you.

Any hardware provided as part of the subscription remains the exclusive property of ChurchDesk. Refer to section 2.5 for further details.

9. Customer's Proprietary Rights

As between the parties, you own and retain all rights to the Customer Materials and Customer Data. This Agreement does not grant us any ownership rights to Customer Materials or Customer Data. You grant permission to us and our licensors to use the Customer Materials and Customer Data only as necessary to provide the Subscription Service and Consulting Services to you and as permitted by this Agreement. If you are using the Subscription Service or receiving Consulting Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

All hardware provided to the Customer as part of this subscription is rented and remains the property of ChurchDesk. Ownership of the hardware will only transfer to the Customer if there is a specific written agreement from ChurchDesk that confirms the purchase of the hardware.

10. Confidentiality

The Receiver will: (i) protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care, (ii) not use any Confidential Information for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information to any third party (except our third party service providers), and (iv) limit access to Confidential Information to its employees, contractors, advisors and agents. Upon notice to the Discloser, the Receiver may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

11. Publicity

You grant us the right to add your name and company logo to our customer list and website.

12. Customer Data

12.1. Limits on ChurchDesk

We will not use, or allow anyone else to use, Customer Data to contact any individual or company except as you direct or otherwise permit. We will use Customer Data only in order to provide the Subscription Service and Consulting Services to you and only as permitted by applicable law, this Agreement, and our Privacy Policy, located at our website. We will not use Contact Information for our own marketing purposes.

12.2. Aggregate Data

We may monitor use of the Subscription Service by all of our customers and use the data gathered in an aggregate and anonymous manner. You agree that we may use and publish such information, provided that such information does not incorporate any Customer Data and/or identify you.

12.3. Safeguards

We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Customer Data. You acknowledge that in all cases that ChurchDesk acts as the processor of Customer Data and you remain controller of Customer Data. If you are located in the European Union, you understand that if you give an integration provider access to your ChurchDesk, you serve as the controller of such information and the integration provider serves as the processor for the purposes of those data laws and regulations that apply to you. In no case are such integration providers our subprocessors.

For more information, please refer to our website.

13. Use and Limitations of Use

13.1. Prohibited and Unauthorized Use

You will not (i) use or launch any automated system, including, “robots,” “spiders,” or “offline readers,” that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser; (ii) use the Subscription Service in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party’s use of the Subscription Service; (iii) attempt to gain unauthorized access to the Subscription Service; (iv) access the Subscription Service other than through our interface; or (v) use the Subscription Service for any purpose or in any manner that is unlawful or prohibited by this Agreement.

You will notify us right away of any unauthorized use of your Users’ identifications and passwords or your account by e-mail to support@churchdesk.com.

14. Acceptable Use of Communications Services

You agree to use Communication Services only in compliance with any terms of use specified by each Communication Service. We do not control the content, messages or information found in the Communication Services. We will not have any liability with regards to the Communication Services and any actions resulting from your use of the Communication Services.

15. Third-Party Sites and Products

Third-Party Sites and Products are not under our control. Third-Party Sites and Products are provided to you only as a convenience, and the availability of any Third-Party Site or Product does not mean we endorse, support or warranty the Third-Party Site or Product.

15.1. ChurchDesk Contributions

Payment processing services for you on ChurchDesk Contributions are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the “Stripe Services Agreement”). By agreeing to these terms, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of ChurchDesk enabling payment processing services through Stripe, you agree to provide ChurchDesk accurate and complete information about you and your organisation, and you authorize ChurchDesk to share it and transaction information related to your use of the payment processing services provided by Stripe.

16. Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an “Action”) brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) unauthorized or illegal use of the Subscription Service by you; (b) your noncompliance with or breach of this Agreement, (c) your use of Third-Party Products, or (d) the unauthorized use of the Subscription Service by any other person using your User information. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

17. Disclaimers; Limitations of Liability

17.1. Disclaimer of Warranties

WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SUBSCRIPTION SERVICE, DATA MADE AVAILABLE FROM THE SUBSCRIPTION SERVICE, CHURCHDESK CONTENT, OR THE CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICE, CHURCHDESK CONTENT

AND CONSULTING SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE SUBSCRIPTION SERVICE, AND THE CONSULTING SERVICES INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

17.2. No Indirect Damages

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

17.3. Limitation of Liability

EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE ‘INDEMNIFICATION’ SECTION, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY WILL BE LIMITED TO THE LESSER OF FIVE THOUSAND EUROS OR THE TOTAL AMOUNTS YOU HAVE ACTUALLY PAID FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

17.3.1. Third Party Products

WE DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

YOU UNDERSTAND AND AGREE THAT WITHOUT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SUBSCRIPTION SERVICE TO YOU.

18. Termination, Suspension and Expiration

18.1. Termination for Cause

Either party may terminate this Agreement for cause: (i) upon thirty (30) days’ notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors. This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

18.2. Suspension for Prohibited Acts

We may suspend any User’s access to the Subscription Service for: (i) use of the Subscription Service in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement, (ii) use of the ChurchDesk e-mail send service that results in excessive bounce-backs, SPAM notices or requests for removal from a mailing list by recipients, or (iii) repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.

18.3. Suspension for Non-Payment

We may suspend your access to all or any part of the Subscription Service upon ten (10) days' notice to you of non-payment of any amount past due. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If the Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

18.4. Suspension for Present Harm

If your website on, or use of, the Subscription Service: (i) is being subjected to denial of service attacks or other disruptive activity, (ii) is being used to engage in denial of service attacks or other disruptive activity, (iii) is creating a security vulnerability for the Subscription Service or others, (iv) is consuming excessive bandwidth, or (v) is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service. We will try to limit the suspension to the affected portion of the Subscription Service and promptly resolve the issues causing the suspension of the Subscription Service.

18.5. Effect of Termination or Expiration

Upon termination or expiration of this Agreement, you will stop all use of the Subscription Service and ChurchDesk Content, and if we request, you will provide us written confirmation that you have discontinued all use of Enrichment Data (unless, of course, you have a source other than the Subscription Service for such Enrichment Data.) If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable.

18.6. Retrieval of Customer Data

As long as you have paid all fees owed to us, if you make a written request within thirty (30) days after termination or expiration of your Subscription, we will provide you with temporary access to the Subscription Service to retrieve, or we will provide you with copies of, all Customer Data then in our possession or control. If we provide you with temporary access to the portal, we may charge a re-activation fee. We may withhold access to Customer Data until you pay any fees owed to us. Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the Customer Data and may, unless legally prohibited, delete all Customer Data in our systems or otherwise in our control.

19. General

19.1. Amendment; No Waiver

We may update and change any part or all of these Customer Terms of Service, including the fees and charges associated with the use of the Subscription Service (but, your fees and charges won't change during the Subscription Term except as we explain in the 'Fees and Payments' section above.) If we update or change these Customer Terms of Service, the updated Customer Terms of Service will be posted on our website and we will let you know through in-app notifications in the ChurchDesk platform used to access your ChurchDesk subscription. The updated Customer Terms of Service will become effective and binding on the next business day after they are posted. When we

change these Customer Terms of Service, the “Last Modified” date above will be updated to reflect the date of the most recent version. We encourage you to review these Customer Terms of Service periodically.

If you do not agree with a modification to the Customer Terms of Service, you must notify us in writing within thirty (30) days of receiving notice of modification. If you give us this notice, your subscription will continue to be governed by the terms and conditions of the Customer Terms of Service prior to modification for the remainder of your current term. Upon renewal, the Customer Terms of Service published by us on our website will apply.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

19.2. Contracting Entity and Applicable Law

You are contracting with ChurchDesk ApS and this Agreement is governed by the laws of Denmark without reference to conflicts of law principles. For contracts with ChurchDesk ApS both parties consent to the exclusive jurisdiction and venue of courts in Copenhagen, Denmark, for all disputes arising out of or relating to the use of the Subscription Service or the Consulting Services.

19.3. Force Majeure

Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

19.4. Relationship of the Parties

You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

19.5. Compliance with Laws

We will comply with all Danish laws in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. You will comply with all laws in your use of the Subscription Service and Consulting Services, including any applicable export laws.

19.5.1. Severability

If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

19.6. Notices

Notice will be sent to the contact address set forth herein, and will be deemed delivered as of the date of actual receipt.

To ChurchDesk: ChurchDesk ApS, Njalsgade 21G, DK-2300 Copenhagen S, Denmark, Attention: Legal.

To you: your address as provided in our ChurchDesk Subscription account information for you. We may give electronic notices by general notice via the Subscription Service and may give electronic notices specific to you by e-mail to your e-mail address(es) on record in our account information for you or through the notifications center of the Subscription Service. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you. You must keep all of your account information current.

19.7. Entire Agreement

This Agreement (including each Order Form and Statement of Work), along with our Privacy Policy, is the entire agreement between us for the Subscription Service and Consulting Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written public comments made by us regarding future functionality or features of the Subscription Service. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

19.8. Assignment

You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, without our prior written consent, which will not be unreasonably withheld. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

19.9. No Third Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

19.10. Authority

Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

19.11. Survival

The following sections in the 'General Terms' shall survive the expiration or termination of this Agreement: 'Definitions', 'Fees and Payments', 'ChurchDesk's Proprietary Rights', 'Customer's

Proprietary Rights', 'Confidentiality', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Termination, Suspension and Expiration', and 'General'.

19.12. Precedence

In the event of a conflict between the terms of this Agreement and an Order Form or Statement of Work, the terms of the Order Form or Statement of Work shall control, but only as to that Order Form or Statement of Work.