



# Terms of Service

Effective Date: March 1, 2019

Thanks for choosing to b1! It is our pleasure to provide the services described below for your church's and personal use in accordance with these Terms of Use ("Terms"), which we recommend that you read carefully.

Let's begin with the big picture: b1 is intended to be a common and communal tool for ministry and service to be used by, with, and for various settings of the United Church of Christ and its members and is also available for use by value-aligned organizations and individuals. We humbly believe that there are enough sites and services in the world that cater to Narcissism and exclusive self-reliance. We believe that the problems of the world are too big to be solved by any one of us – but we urgently believe that they can and must be addressed by all of us. We believe that we need one another, the support and sustenance of our faith communities, and need a forum and tools to work together in God's good name. We believe and want to promote the theme that “we're better together” and we discourage b1 platform use that is self-centered (or, more to the point, “Selfie”-centered).

We expect that our b1 users will focus on positive outcomes and mutual support in their choice of content, imagery, postings, comments, tagging and information posted to the b1 platform. If you take exception to any words, images, or characterizations please take it up with local church minister and/or conference staff associated with the content. You may also contact Kombi Corporation's service team, which can be contacted through our Help Center by clicking the support icon at <http://b14ucc.com/portal>. We will strive to amicably resolve any issues you may have as you enjoy our services. In the unlikely event that an issue between us remains unresolved, please note that THESE TERMS REQUIRE CONVERSATION AND, POTENTIALLY, ARBITRATION WHICH MAY VARY FROM CONFERENCE TO CONFERENCE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. ALSO, THESE TERMS SET FORTH SPECIFIC REMEDIES AVAILABLE TO YOU. PLEASE SEE SECTIONS 11 AND 13 TO LEARN MORE.

## 1. DESCRIPTION OF SERVICE AND ACCEPTANCE OF TERMS

Kombi Corporation and its b1 brand ("b1") provides a suite of online ministry and service tools for shared UCC Ministry. These include a role-based administrative portal allowing individuals, churches, groups, and other entities to create profiles, and which gives churches and other subscribing organizations the opportunity to build and publish hosted websites, connected mobile app(s), organizational calendars, member organization and communication tools, and streamlined connections to a few 3<sup>rd</sup>-party platforms such as Facebook, Instagram, and Twitter. Individual users have the

opportunity to search for various offerings of live events, venues and on-demand content, including images, articles, videos, and other content (collectively, the "Content"). Our service, the Content, our hosting environment and the tools to build websites, apps, and e-newsletters, and other methods for viewing the Content (the "b1 platform") and any other products, features, tools, materials, or other services (including third party branded services) offered from time to time by Kombi through a variety of Interactive Communication Channels (defined below) are referred to collectively as the "Services." The term "Interactive Communication Channels" (ICC) refers to, collectively, the [b14ucc.com](http://b14ucc.com) website (the "b1 Site"), applications, local church and other hosted websites, and other places where any Services are available, including websites and applications of Kombi's third party partners and other websites where users or website operators are permitted to embed or have otherwise licensed or are permitted access to the b1 Content.

Use of the Services (including access to the Content) is subject to compliance with these Terms which incorporate by reference our Privacy Policy available by clicking the support icon at <http://b14ucc.com/portal>. ("Privacy Policy") and any end user license agreement that might accompany the applicable Service. Therefore, by accessing or using any of the Services through any ICC (including by visiting the b1 Site or by downloading or launching the b1 application), you accept and agree to these Terms.

Please note that the website addresses (i.e., URLs) included within these Terms may not function as hyperlinks on all the ICC. To view these Terms with clickable hyperlinks, please visit the b1 Site on your computer. You may also simply email us directly anytime at: [b1info@kombicorp.com](mailto:b1info@kombicorp.com).

## 2. CHANGES TO THESE TERMS

We may need to make changes to these Terms from time to time for many reasons. You should look at these Terms regularly, which you can view on the b1 Site by clicking the support icon at <http://b14ucc.com/portal>. In addition, you can access these Terms from the b1 mobile applications. If we make a material change to these Terms, we will notify you by posting a notice on the b1 Site and in your b1 app(s). If you are a registered user, we will also send an email to the email address you most recently provided to us prior to the material change taking effect. Therefore, it is important that you keep your account information, including email address, updated. Any material change to these Terms will be effective automatically 30 days after the revised Terms are first posted or, for users who register or otherwise provide opt-in consent during this 30-day period, at the time of registration or consent, as applicable.

## 3. ACCESS AND USE OF THE SERVICES

**3.1 Age Limitations.** The Services are not intended to be used by children without involvement and approval of a parent or guardian. If you are under the age of 13, you are not permitted to register with b1 or provide your personal information to Kombi Corp. If you are at least 13 and under 18 years of age (or under the applicable age of majority in your state or territory of residence), you may register with b1 only if you have the

consent of your parent or guardian (who must be identified and who must also be a registered b1 user), including consent to these Terms on your behalf, and for clarity, may only modify an account, or associated profiles, with the consent of your parent or guardian.

3.2 Your License. Kombi Corp. is pleased to grant you a non-exclusive limited license to use the Services, including accessing and viewing the Content on a supported connected device, for personal, non-commercial purposes as set forth in these Terms. The periods during which you can view each piece of Content and various portions of the Services will vary based on the rights availability of such Content, the End User Licenses of the particular portion of the Services (e.g. App vs. web-based portal), and the terms of your subscription.

3.3 Profiles. Kombi Corp. offers the option to personalize use of the Services through online profiles. Only the user account holder may create and modify their individual or organizational profile.

### 3.4 The Content.

a. Usage Rules and Limitations. Individual Users may only access, view, and interact with the Content personally and for a non-commercial purpose in compliance with these Terms. You may not either directly or through the use of any device, software, internet site, web-based service, or other means remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content including 3<sup>rd</sup> party geo-filtering mechanisms. You may not either directly or through the use of any device, software, internet site, web-based service, or other means copy, record, download, stream capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, or transmit or retransmit the Content unless expressly enabled by the Service, permitted by the terms of your subscription, or otherwise by Kombi Corp, or by the copyright holder in writing. You may not incorporate the Content into, or stream or retransmit the Content via, any hardware or software application or make it available via frames or in-line links unless expressly permitted by Kombi Corp. in writing. Furthermore, you may not create, recreate, distribute or advertise an index of any significant portion of the Content unless authorized by Kombi. Except within the context of your local UCC church or other setting of the UCC or another entity expressly named by Kombi Corp., you may not build a business utilizing the Content, whether or not for profit. The Content covered by these restrictions includes without limitation any text, graphics, layout, interface, logos, photographs, audio and video materials, and stills. In addition, you are strictly prohibited from creating derivative works or materials that otherwise are derived from or based on in any way the Content, including montages, mash-ups and similar videos, wallpaper, desktop themes, greeting cards, and merchandise, unless expressly permitted by Kombi Corp or the Copyright holder(s) in writing. This prohibition applies even if you intend to give away the derivative materials free of charge.

b. Content Subjectivity. b1 intends to provide an open and crowd-sourced ecosystem for identifying and addressing Cause-based issues of Justice and Witness through shared ministry and service. From time to time, we expect that the topic at hand, and/or the images and words used to discuss the topic at hand may be graphic and startling (which may be unavoidable, depending on the topic). Such Content (or any Content, for that matter) may elicit varying reactions among different people. You may come across Content that you find offensive, indecent, explicit or objectionable. Also, Content types, genres, categories, and descriptions are provided as suggestions to help with navigation, and Kombi does not guarantee that you will agree with them. You acknowledge these risks. The b1 services provide both the mechanisms and the methodology to create engagement to foster positive outcomes between Content submitters and those who object to content and encourages open and affirming dialog with local church and regional clergy to reconcile these differences of opinion. When in doubt, we may remove content that's been identified as objectionable while it is being considered, but the final decision as to whether content is appropriate or not to belongs with the local church, or Conference or other such Organizational Subscriber who is hosting said Content.

c. Content Quality. Kombi uses various technologies to provide you with an optimal viewing experience. That said, quality of Content is determined ultimately by the Content submitter, including resolution, and may be affected by the format of the Content, your location, the speed and bandwidth of your internet service, and the devices used, among other factors. HD and 4K Ultra HD availability for certain Content depends on your internet service and device capabilities. The time it takes you to begin playing Content will vary based on a number of factors, including your location, internet bandwidth, the number of devices simultaneously connecting to the same network, the Content you have selected, and the configuration of the device you are using. As a result, although Kombi Corp. will provide tools and recommendations to submitters as to the appropriate technical specifications for submission, Kombi is unable to make any warranties about the Content in these respects.

d. Sponsorships. Kombi is working constantly with your Conference and the wider UCC, your Church, and with several strategic and value-aligned organizations to assure that you have the best experience with our Services, including keeping it affordable. To help do that, Content you view across all Services and ICC may include promotional messaging (e.g., banners, click-thru images, etc.) before and after that Content.

e. Downloads from b1. b1 may give you the option to download certain Content (e.g. Curriculum or a Sunday bulletin insert) on certain Compatible Devices so that you can watch or use it while you are offline ("b1 Downloads"). Content submitters may impose some limitations on the use of such Content, including: (i) the maximum number of devices that can store Downloads; (ii) the maximum number of Downloads that can be stored across Compatible Devices at any given time; (iii) how long Downloads will remain available to you; and (iv) geographic, age-related, time-fenced and device restrictions on use.

3.5 Compatible Devices. In order to access the Services, you will need to use a computer, mobile device, or other device that meets the system and compatibility

requirements that we establish from time to time (each, a “Compatible Device”). Please note that Compatible Devices may vary by Service. For example, certain devices may not be capable of streaming HD video Content but may be capable of viewing other Content. Features and functionalities that we make available through the Services may also differ by Compatible Device and the terms of your subscription. Please visit our Help Center by clicking the support icon at <http://b14ucc.com/portal> for a current list of Compatible Devices.

**3.6 Internet Service and Data Usage.** In order to access the Services, you must have a broadband, wireless or similar internet connection from an internet service provider that meets certain technical specifications. Please note that some Content (e.g. HD and 4K Ultra HD Content) may require higher internet bandwidth. You are responsible for any costs associated with your internet service used to access the Services. Your use of the Services may count toward your data usage, depending on the terms of your agreement with your internet service provider.

**3.7 Ownership.** You agree that Kombi owns and retains all rights to the Services. You further agree that the Content you access and view as part of the Services is owned by its Copyright holder and/or owned and controlled by Kombi Corp and Kombi's content programmers. The Services and the Content are protected by copyright, trademark, and other intellectual property laws.

**3.8 Your Responsibilities.** In order for us to keep the Services safe and available for everyone to use, we all have to follow the same rules of the road. You and other users must use the Services for lawful, non-commercial, and appropriate purposes only. Your commitment to this principle is critical. You agree to observe the Services, Content, ICC and restrictions detailed above, and further agree that you **will not use** the Services in a way that:

- violates the rights of others, including patent, trademark, trade secret, copyright, privacy, publicity, or other proprietary rights;
- Shames, “trolls”, “flames”, insults, derides or otherwise negatively attacks any user, organization, group, event hosted on b1. (NOTE: Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion, gender expression, sexual orientation, or any other identifiable characteristics will not be tolerated. All subscribers and registered users are expected and required to abide by this policy.)
- Discriminates against any other user, group or entity (NOTE: Kombi will take proactive and decisive measures to ensure against discrimination in all hosted Content including advertisements and promotions, against any user or Content owner on the bases of race, creed, color, national origin, or sex, gender expression and/or sexual orientation.
- uses technology or other means to access, index, frame or link to the Services (including the Content) that is not authorized by Kombi Corporation and the Content’s copyright holder(s) (including by removing, disabling, bypassing, or circumventing any content protection or access control mechanisms intended to prevent the unauthorized download, stream capture, linking, framing, reproduction, access to, or distribution of the Services);
- involves accessing the Services (including the Content) through any automated means, including "robots," "spiders," or "offline readers" (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the

extent necessary for, creating publicly available search indices - but not caches or archives - of the Services and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorized content);

- introduces viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- damages, disables, overburdens, impairs, or gains unauthorized access to the Services, including Kombi's servers, computer network, or user accounts;
- removes, modifies, disables, blocks, obscures or otherwise impairs any advertising or promotional messages in connection with the Services (including the Content);
- uses the Services to advertise or promote services that are not expressly approved in advance in writing by Kombi;
- collects information in violation of the b1 Privacy Policy;
- encourages conduct that would constitute a criminal offense or give rise to civil liability;
- violates these Terms or any guidelines or policies posted by Kombi;
- interferes with any other party's use and enjoyment of the Services; or
- attempts to do any of the foregoing.

If Kombi Corporation determines in its sole discretion that you are violating any of these Terms, we may (i) notify you, (ii) use technical measures to block or restrict your access or use of the Services, and (iii) **immediately remove offensive conduct, without notice**. In any of these cases, you agree to immediately stop accessing or using in any way (or attempting to access or use) the Services, and you agree not to circumvent, avoid, or bypass such restrictions, or otherwise restore or attempt to restore such access or use.

**3.9 No Spam/Unsolicited Communications.** We know how annoying and upsetting it can be to receive unwanted email or instant messages from people you do not know. Therefore, you may not use the Services to harvest information about users for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other non-b1 hosted communications. You understand that we may employ technical measures to prevent spam or unsolicited bulk or other communications from entering, utilizing, or remaining within the b1 or Kombi communications networks. If you Post (as defined below in Section 7) or otherwise send spam, advertising, or other unsolicited and unapproved communications of any kind through the Services, you acknowledge that you will have caused and may be liable for substantial harm to Kombi and the b1 brand and that the amount of such harm would be extremely difficult to measure.

**3.10 Software Downloads.** In order to participate in certain Services or access certain Content, you may be notified that it is necessary to download software (e.g. the b1 App) or other materials or agree to additional terms and conditions. Unless otherwise provided by these additional terms and conditions, they are hereby incorporated into these Terms.

**3.11 Modification/Suspension/Discontinuation.** We regularly make changes to the Services. The availability of the Content, as well as ICC and Compatible Devices through which the Services are available, will change from time to time. Kombi reserves the right to replace or remove any Content and ICC available to you through the Services, including specific titles and Content sources, and to otherwise make changes

in how we operate the Services. Additionally, you agree that for various reasons, such as restrictions from content programmers and other limitations or considerations from third parties, certain Content and functionality that may be available through one ICC or Compatible Device may not be available through another ICC or Compatible Device. We hope not to, but we may change, suspend, or discontinue - temporarily or permanently - some or all of the Services (including the Content and the Compatible Devices through which the Services are accessed), with respect to any or all users, at any time without notice. In our continued assessment of the Services, we may from time to time, with respect to any or all of our users, experiment with or otherwise offer certain features or other elements of the Services, including promotional features, user interfaces, plans, pricing, promotional messages, and sponsors. You acknowledge that Kombi may do so in Kombi's sole discretion at any time without notice. You also agree that Kombi will not be liable to you for any modification, suspension, or discontinuance of the Services, although if you are a b1 Enterprise subscriber and Kombi suspends or discontinues your subscription to the Services, Kombi may, in its sole discretion, provide you with a credit, refund, discount or other form of consideration (for example, we may credit additional days of service to your account) in accordance with Section 4 below. However, if Kombi terminates your account or suspends or discontinues your access to Services due to your violation of these Terms, then you will not be eligible for any such credit, refund, discount or other consideration.

3.12 Customer Service. If you need help with b1, please do not hesitate to contact our customer service department by visiting our Help Center by clicking the support icon at <http://b14ucc.com/portal>. It is our goal to deliver expeditious and first-class customer service, but in the unlikely event that a customer service representative or material posted to our Help Center provides information that is inconsistent with these Terms, please be aware that these Terms will control.

#### 4. Subscriptions and Billing

4.1 Subscriptions. While we offer access to much Content and a portion of the Services via various ICC to individual registered and unregistered users for free, we charge fees to Local Churches and other settings of the UCC, and to select other organizations to access the full Services, specifically: the ability to create and maintain church-branded and b1-hosted website(s) and mobile app(s); create and maintain organization and individual calendars; create and maintain membership rosters and committee/groups, e-newsletter management, and streamlined postings to secular, for-profit social media sites including Facebook, Instagram, and Twitter.

For authorized UCC Congregations, these fees are based on the size of your congregation and/or by the number of users who associate with you as their "Home Church". In general, there is a one-time set up fee for new Organizational subscriptions, and then a recurring monthly subscription fee (paid annually in advance). The current fees are available at <http://b14ucc.com/portal>. For other settings of the UCC, and for authorized 3<sup>rd</sup>-party Organizational Users, pricing may vary. You acknowledge that Kombi may change pricing at Kombi's sole discretion at any time without notice, but any prepaid subscriptions will be honored for the duration of their

annual term.

The Services offered with these various Subscription options may include different Content offerings and features, with different benefits, conditions, and limitations. You can find the specific details regarding your subscription at any time by logging in on the b1 Site and viewing your account details. Because the Services are offered in multiple time zones, for consistency, a "day" for purposes of these Terms begins at 12:00 a.m. Pacific Time and ends at 11:59 p.m. Pacific Time of that same calendar day.

4.2 Billing. By providing a credit card, EFT, or other payment method accepted by Kombi Corp. (or, for many participating Churches, their Conference Office) ("Payment Method") for your Organizational subscription, you are expressly agreeing that we (or your Conference Office) are authorized to charge you a periodic subscription fee on a recurring basis corresponding to the term of your subscription, any other fees for additional Services you may purchase, and any applicable taxes in connection with your use of your subscription to the Payment Method. If you want to use a different Payment Method than the one you signed up to use during registration, or if there is a change in your credit card validity or expiration date, you may edit your Payment Method information by logging in on the b1 Site and viewing your account details. When you provide a Payment Method for a new Organizational subscription, our system may attempt to verify the information you entered. We do this by processing an authorization hold, which is a standard practice. We do not charge you in connection with this authorization hold. If your Payment Method expires and you do not edit your Payment Method information or cancel your account, you authorize us to continue billing, and you will remain responsible for any uncollected amounts.

As used in these Terms, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method, and/or notification of the amount you owe to your UCC Conference Office and the due date for said payment(s). The subscription fee will be billed at the beginning of your subscription, and on each periodic renewal date thereafter unless and until you cancel your subscription, or the account or Service is otherwise suspended or discontinued pursuant to these Terms. To see the commencement date for your next renewal period, log in on the b1 Site and view your account details.

We automatically bill your Payment Method on the calendar day corresponding to commencement of your subscription. For Organizational subscribers whose subscription starts with a free trial, billing will commence upon the expiration of the free trial. Our billing cycle is based on Calendar Months. If your Organizational Subscription begins during the first half of a calendar Month, you will be charged for that month, otherwise you will be charged beginning with the following Calendar month. Other than this, we do not prorate for any partial month of service. In any case, you will pay for 12 months (one Calendar year) in advance. You acknowledge that your prompt payment is of the essence.

If we offer you a promotion (e.g., a promotional price or terms) for your subscription, the specific terms of the promotion will be disclosed during your sign-up or in other materials provided to you describing the particular promotion. In the case of promotional

pricing, we will begin billing your Payment Method for your subscription at the regular price after your promotion ends unless you cancel prior to the end of your promotion or unless otherwise disclosed in communications made available to you.

Kombi reserves the right to change the terms of your subscription, including price, from time to time, effective as of the beginning of your next Annual Renewal following the date of the change. If Kombi changes the subscription fee or other charges for your subscription, we will give you advance notice of these changes. However, we will not be able to notify you of changes in any applicable taxes.

Very rarely, if there are special circumstances where Kombi determines it is appropriate (e.g., your access to the Services is unavailable for days due to technical difficulties), we may provide credits to affected subscribers. While we intend to be fair and reasonable in such matters, the amount and form of such credits, and the decision to provide them, are at Kombi's sole and absolute discretion, and the provision of credits in one instance does not entitle anyone to credits in the future under similar or different circumstances.

4.3 b1 Grants and Scholarships. Although Kombi and your Conference Office believe that the Organizational Subscription rate represent each church's fair and reasonable share of the shared cost of the Service, Kombi does not intend for price to be the barrier to any church choosing to use the b1 platform. A limited number of Grants and Scholarships for UCC Churches are available (Kombi sets aside some of its profits, your Conference may have funds, and we also gratefully accept gifts from individuals and Organizations of which it makes 100% available to churches who need assistance in covering the cost of b1). If your church needs financial assistance, please contact your Conference Office or John Eisenhauer at [john@kombicorp.com](mailto:john@kombicorp.com) with your request.

4.4 Ongoing Subscription and Cancellation. It is our hope and commitment that b1 will be a valuable and useful tool for both individual users and for our Organizational Subscribers. Individual users may cancel their free subscription at any time, without notice. Otherwise, Organizational subscriptions will continue in effect on a recurring basis corresponding to the term of your subscription unless and until you cancel your subscription or the account or Service is otherwise suspended or discontinued pursuant to these Terms. Organizational subscribers must cancel their subscription before the next annual renewal date in order to avoid the next billing. We will bill the periodic subscription fee plus any applicable taxes to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Organizations believing that they have cause to cancel their subscription (i.e. Kombi has failed to live up to its responsibilities) should follow the procedure articulated in Paragraph 13 (below).

For Organizations wishing to cancel their subscription without cause, cancellation will be effective at the end of the current Annual Billing Period - this means that you will have continued access to your subscription for the remainder of that period, but you will not receive a refund. You can cancel your Organizational subscription by logging into your b1 account and following the instructions on your account page on the b1 Site or in the settings of our mobile application. If you pay for the Services through your account with

a third party (e.g., Apple iTunes, PayPal, etc.) and want to cancel your subscription or manage your billing, you may need to do so through your account with such third party.

4.5 Unpaid Amounts. It is important that each subscriber honor the payment obligations to which the subscriber agreed. Accordingly, we reserve the right to retry billing your Payment Method after failed attempts (e.g., if your Payment Method is rejected). We also reserve the right to pursue any amounts you fail to pay in connection with your subscription. You will remain liable for all such amounts and all costs incurred in connection with the collection of these amounts, including, without limitation, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

## 5. ACCOUNTS AND REGISTRATION

User Registration gives your church a way to communicate with you, and you a way to meaningfully participate in the day-to-day events in your church. When you register, you are responsible for all use of your account. All registration information you submit must be accurate and updated. Please keep your password confidential and guard it. You will not ever have to reveal it to any Kombi representative. Please notify us by email using the customer support form from our Help Center by clicking the support icon at <http://b14ucc.com/portal> if you suspect any unauthorized use of your account. Please also make sure to notify us if your registration information changes, in case we or your church need to contact you.

You may find information on how to delete your b1 account by logging in on the b1 Site and viewing your account details. Please identify your account and provide a valid reply email address in the event we require additional information to terminate your account. Please note, if you are a subscriber you must first cancel your subscription before you will be able to delete your account. Please see the section "Ongoing Subscription and Cancellation" above for instructions on how to cancel your subscription.

We reserve the right to immediately terminate or restrict your account or your use of the Services or access to Content at any time, without notice or liability, if Kombi determines in its sole discretion that you have breached these Terms, violated any law, rule, or regulation, engaged in other inappropriate conduct, or for any other business reason. We also reserve the right to terminate your account or your use of the Services or access to Content if such use places an undue burden on our networks or servers. Of course, we would prefer to avoid such termination; therefore, we may use technology to limit activities, such as the number of calls to the b1 servers being made or (in rare instances) the volume or type of User Material (as defined below in Section 7) being Posted, and you agree to respect these limitations and not take any steps to circumvent, avoid, or bypass them.

## 6. COLLECTION AND USE OF PERSONAL INFORMATION

Please read the b1 Privacy Policy available by clicking the support icon at <http://b14ucc.com/portal>. The Privacy Policy is incorporated by reference and made part

of these Terms. Thus, by agreeing to these Terms, you agree that your presence on the b1 Site and use of the Services through any other ICC or Compatible Device are governed by the b1 Privacy Policy in effect at the time of your use.

## 7. USER SUBMISSIONS, REVIEWS, COMMENTS, AND OTHER MATERIAL

**7.1 Your Posts.** As part of the Services, users may have an opportunity to publish, transmit, submit, or otherwise post (collectively, "Post") images, text, videos, shared posts, reviews, tags, comments, or other materials (collectively, "User Material"). In order to keep the Services enjoyable for all of our users, you must adhere to the rules below, as well as additional rules applicable to any Kombi-hosted site.

b1 is intended to be a common and communal tool for ministry and service, and forum to share Justice and Witness causes and publicize and celebrate our ministries. We expect our users to focus on positive outcomes and mutual support in their choice of User Materials posted to the b1 platform. Please limit yourself to User Material directly relevant to UCC Justice and Witness ministry and/or to the Service and Ministry of the UCC in its various settings. Moreover, you must not post User Material that: (i) contains Unsuitable Material (as defined above in Section 3); or (ii) improperly claims the identity of another person. Please note that if you Post User Material on b1 using a third-party service, such as a social network or email provider, your first and last name or other user ID may appear to the public each time you Post. We advise that you do not, and you should also be careful if you decide to, Post additional personal information, such as your email address, telephone number, or street address.

You must be, or have first obtained permission from, the rightful owner of any User Material you Post. By submitting User Material, you represent and warrant that you own the User Material or otherwise have the right to grant Kombi the license provided below. You also represent and warrant that the Posting of your User Material does not violate any right of any party, including privacy rights, publicity rights, and intellectual property rights. In addition, you agree to pay for all royalties, fees, and other payments owed to any party by reason of your Posting User Material. Kombi will remove all User Material if we are properly notified that such User Material infringes on another person's rights. You acknowledge that Kombi does not guarantee any confidentiality with respect to any User Material – in fact we intend that there be no anonymous information anywhere on the b1 platform.

b1 allows you to enter copyright information when you submit User Material and will (optionally) display this copyright information when the User Material is viewed. Be aware, however, that a major purpose of b1 is to share what we see, know, create, and do with each other in order to deepen our understanding and connection to each other. Accordingly, we need to make your User Materials available to others. When you provide any User Materials to us, you grant us, our affiliates, partners and related entities, a worldwide, irrevocable, perpetual, royalty-free, nonexclusive, sub-licensable license to use, reproduce, modify, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, store and publish such User Materials and subsequent versions thereof. This license will apply to the distribution and the storage of your User Materials in any form, medium, or technology now known or

later developed. If you intend to sell or otherwise restrict access to some particular digital Content or IP, we suggest that you only submit watermarked samples and descriptions of the item, along with a hyperlink to the actual Content which is presumably hosted elsewhere (e.g. a link to an Amazon Store, the UCC Resources store, etc.).

By Posting User Material, you are not forfeiting any ownership rights in such material to Kombi, your Church, your Conference, the UCC or b1. After Posting your User Material, you continue to retain, and Kombi acknowledges, all of the same ownership rights you had prior to Posting. By Posting your User Material, you grant Kombi and b1 a limited license to use, display, reproduce, distribute, modify, delete from, add to, prepare derivative works of, publicly perform, and publish such User Material through the Services and on other platforms and services worldwide, including on or through any ICC, in perpetuity, in any media formats and any media channels now known or hereinafter created in conjunction with the Services. The license you grant to Kombi is non-exclusive (meaning you are not prohibited by us from licensing your User Material to anyone else in addition to Kombi), fully-paid, royalty-free (meaning that Kombi is not required to pay you for the use of your User Material), and sublicensable (so that Kombi is able to use its affiliates, subcontractors, and other partners, such as internet content delivery networks, to provide the Services). By Posting your User Material, you also hereby grant each user of the Services a non-exclusive, limited license to access your User Material, and to use, display, reproduce, distribute, and perform such User Material as permitted through the functionality of the Services and under these Terms.

Kombi will not use, share, or otherwise exploit such licensed User Materials except as described in this section 7.1.

7.2 Third Party Posts. Despite these restrictions, please be aware that some material provided by users may be objectionable, unlawful, inaccurate, or inappropriate. Kombi does not endorse any User Material, and User Material that is Posted does not reflect the opinions or policies of Kombi. We reserve the right, but have no obligation, to monitor User Material and to restrict or remove User Material that we determine, in our sole discretion, is inappropriate or for any other business reason, as permitted by law. In no event does Kombi assume any responsibility or liability whatsoever for any User Material, and you agree to waive any legal or equitable rights or remedies you may have against Kombi with respect to such User Material.

That being said, you can help tremendously by identifying any inappropriate User Material you find using the built-in function in the b1 app or by emailing [b1info@kombicorp.com](mailto:b1info@kombicorp.com) (subject line: "Inappropriate User Material"). Any content that is flagged by two (2) or more people will be reported to the appropriate local church minister and/or Conference Staff and to Kombi, and the users who flagged the content and the user(s) who created the content will be transparently engaged to resolve the issue.

## 8. LINKED DESTINATIONS AND ADVERTISING

8.1 Third Party Destinations. When b1 provides links or pointers to other websites or destinations, you should not infer or assume that Kombi operates, controls, or is otherwise connected with these other websites or destinations, especially since any User Materials could contain such links. When you click on a link within the Services, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or destination. In some cases, it may be less obvious than others that you have left the Services and reached another website or destination. Please be careful to read the terms of use and privacy policy of any other website or destination before you provide any information or engage in any transactions, and please immediately flag any links you deem inappropriate. These Terms do not govern your use of another website or destination.

Kombi is not responsible for the content or practices of any website or destination other than the b1 Site, even if it links to the b1 Site and even if the website or destination is operated by a company affiliated or otherwise connected with Kombi. By using the Services, you acknowledge and agree that Kombi is not responsible or liable to you for any content or other materials hosted and served from any website or destination other than the Kombi Site.

8.2 Third Party Advertisements and Services. Although intentional sponsored messages appearing on b1 sites will be from carefully screened, value-aligned, and well-known partners, Kombi takes no responsibility for and does not endorse any 3<sup>rd</sup>-party advertisements or any third-party material Posted on any ICC where the Services are available, nor do we take any responsibility for the products or services provided by advertisers. Any dealings you have with advertisers while using the Services, including through engaging with interactive advertisements, are between you and the advertiser, and you agree that Kombi is not liable for any loss or claim that you may have against an advertiser. If you provide any confidential or personal information or engage in any transaction through an advertisement, Kombi is not responsible for such information or transaction and we encourage you to read the terms of use and privacy policy of the advertiser or other party collecting such information or engaging in such transaction.

## 9. TRADEMARKS

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## 10. UNSOLICITED SUBMISSIONS

Although users are encouraged to submit User Materials, it is Kombi's policy not to accept anonymous and/or unsolicited/unrelated submissions, including scripts, story lines, articles, fan fiction, characters, drawings, information, suggestions, ideas, or concepts. Kombi will delete any such submission without reading it. Therefore, any similarity between an unsolicited submission and any elements in any Kombi creative work, including a videos, series, story, title, image, phrases, or concept, would be purely coincidental.

## 11. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

WHILE WE DO OUR BEST TO PROVIDE THE OPTIMAL PERFORMANCE OF THE SERVICES, YOU AGREE THAT USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, INCLUDING THE b1 SITE, THE CONTENT, THE ICC, THE FEATURES, USER MATERIAL, AND ANY OTHER MATERIALS CONTAINED ON OR PROVIDED THROUGH ANY ICC OR COMPATIBLE DEVICE, ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, KOMBI DOES NOT MAKE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY OR NONINFRINGEMENT; OR THAT THE SERVICES WILL BE UNINTERRUPTED, FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, ACCURATE, ERROR FREE, OR RELIABLE.

IN NO EVENT SHALL KOMBI OR ITS AFFILIATES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SUPPLIERS (INCLUDING DISTRIBUTORS AND CONTENT PROGRAMMERS) (COLLECTIVELY, THE "KOMBI PARTIES"), BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE SERVICES (INCLUDING ANY INFORMATION, PRODUCTS, OR SERVICES ADVERTISED IN, OBTAINED ON, OR PROVIDED THROUGH ANY ACCESS POINT OR COMPATIBLE DEVICE), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY, EVEN IF THE KOMBI PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU TO US, IF ANY, FOR ACCESSING OR PARTICIPATING IN

ANY ACTIVITY RELATED TO USE OF THE SERVICES OR \$50 (WHICHEVER IS LESS).

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE KOMBI PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR BREACH OR ALLEGED BREACH OF THESE TERMS OR YOUR USE OF THE SERVICES (INCLUDING YOUR USE OF THE CONTENT). KOMBI RESERVES THE RIGHT, AT OUR OWN EXPENSE, TO EMPLOY SEPARATE COUNSEL AND ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU.

## 12. NOTICE AND PROCEDURE FOR CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe that any Content, User Material, or other material provided through the Services, including through a link, infringes your copyright, you should notify Kombi of your infringement claim in accordance with the procedure set forth below.

We will process each notice of alleged infringement that Kombi receives and take appropriate action in accordance with applicable intellectual property laws. A notification of claimed copyright infringement should be emailed to Kombi at [b1info@kombicorp.com](mailto:b1info@kombicorp.com) (subject line: "Copyright Infringement Takedown Request"). You may also contact us by US mail:

Attention: b1 Copyright Agent  
Kombi Corporation  
403 Madison Ave N  
Suite 250  
Bainbridge Island, WA 98110

To be effective, the notification must be in writing and contain the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Services that is reasonably sufficient to enable Kombi to identify and locate the material; (iv) how Kombi can contact you, such as your address, telephone number, and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you that the above information in your notice is accurate and under penalty of perjury that you are authorized to act on behalf of the copyright owner or the owner of an exclusive right in the material. Emails sent to [b1info@kombicorp.com](mailto:b1info@kombicorp.com) for purposes other than communication about copyright infringement may not be answered.

Kombi has a policy of terminating repeat infringers in appropriate circumstances.

### 13. ARBITRATION OF CLAIMS

PLEASE READ THIS CAREFULLY. WE WANT YOU TO KNOW HOW IT AFFECTS YOUR RIGHTS. If you have an issue with the Services, we encourage you to review our frequently asked questions or contact our customer service team through our Help Center by clicking the support icon at <http://b14ucc.com/portal>. It is our intent and habit to work with you to quickly resolve your issues. In the event there is an issue that still requires attention, we want to make the resolution process as quick and efficient as possible. We also want to specify now what each of us should expect in order to avoid any confusion later. To that end, you and Kombi (and, potentially the appropriate local church and/or Conference staff, and/or Content copyright holders, and/or other appropriate 3<sup>rd</sup> parties) agree to first discuss any issue informally for at least 30 days. To do that, please send your full name and contact information, your concern and your proposed solution by mail to us at: Kombi Corp. 403 Madison Ave N, Suite 250, Bainbridge Island, WA 98110 Attn: Legal Department. If we would like to discuss an issue with you, we will contact you using the email address you provided when you registered for b1.

If we do not reach an agreed upon solution after our discussions for at least 30 days, you and Kombi agree that any and all claims that either of us may have arising out of or relating to: (i) these Terms (including formation, performance, or breach of them, and including the scope and enforceability of this arbitration provision); (ii) the Privacy Policy, which is incorporated in these Terms; (iii) any aspect of our relationship with each other; and (iv) use of the Services, must be resolved through binding arbitration before the American Arbitration Association (“AAA”) using its Consumer Arbitration Rules, available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. As an exception to this arbitration agreement, Kombi is happy to give you the right to pursue in small claims court any claim that is within that court's jurisdiction as long as you proceed only on an individual basis.

You and Kombi agree to arbitrate in each of our individual capacities only, not as a representative or member of a class, and each of us expressly waives any right to file a class action or seek relief on a class basis.

Arbitration hearings will be held in Kitsap or King County, Washington, except for issues in the Hawaii Conference which will be held in Honolulu, HI.

You may download or copy a form Notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org). You are responsible for paying the filing fee. Regardless of who initiates the arbitration, Kombi will pay any other arbitration fees, including your share of arbitrator compensation.

It is important that you understand that the arbitrator's decision will be binding and may be entered as a judgment in any court of competent jurisdiction. If the arbitrator rules against Kombi, in addition to accepting whatever responsibility is ordered by the arbitrator, we think it's fair that Kombi reimburse your reasonable attorneys' fees and costs, regardless of who initiated the arbitration. Similarly, if the arbitrator rules in Kombi's favor, Kombi may, at its sole option, seek reimbursement of our attorney's fees

and costs, regardless of who initiated the arbitration. For clarity, this arbitration provision will survive cancellation of your b1 account.

If you're not sure what all of this means, of course please feel free to ask an attorney.

#### 14. LIMITATION ON TIME TO BRING A CLAIM

To help resolve any issues between us promptly, you and Kombi agree to bring any claim arising out of or relating to these Terms (including the b1 Privacy Policy), our relationship, or the use of the Services within one year after a claim arises; otherwise, the claim is waived. This limitation applies regardless of the venue in which such claim is or could otherwise be asserted.

#### 15. GENERAL INFORMATION

15.1 International Use. We are a company based in the United States and offer our Services to users in the United States. Access to the Services from locations where Kombi does not have rights, that are not permitted by the terms of your subscription, or where Kombi does not make the Services available is prohibited.

15.2 Export Controls. Software and the transmission of applicable technical data, if any, in connection with the Services are subject to export controls. You agree to comply with all applicable laws regarding software and the transmission of technical data exported from the United States or the country in which you reside.

15.3 Choice of Law and Forum. These Terms are governed by, and construed in accordance with, the laws of the State of Washington without giving effect to principles of conflicts of law. To the extent that the arbitration provision outlined in Section 13 is not applicable (e.g., when confirming an arbitration award), you and Kombi agree to submit to the exclusive jurisdiction of the courts located in the King or Kitsap County of the State of Washington.

15.4 No Waiver/Reliance. If you see other parties violating these Terms, we would appreciate it if you would let us know at [b1info@kombicorp.com](mailto:b1info@kombicorp.com) (subject line: "TOS Violation"). Precisely how Kombi responds to a party that is violating these Terms will be determined after carefully analyzing all of the facts and circumstances of a particular case. You may not rely upon Kombi's precise response with respect to one party or one situation as any indication of what Kombi might do with respect to another party or another situation, even if the parties or situations appear to you to be similar. Similarly, if we fail to act in response to a violation of these Terms, you should not assume that we do not object to the violation or even that we are aware of it. In addition, you may not construe a waiver of any provision of these Terms with respect to any party as a waiver of that provision (or any other provision) with respect to either that party or any other party. Further, Kombi's decision to delay exercising or enforcing any right or remedy under these Terms shall not constitute a waiver of such right or remedy. Even if Kombi acts in a way that appears to you to be inconsistent with these Terms, Kombi's action shall not be deemed a waiver or constructive amendment of these Terms.

15.5 Integration, Amendment, Severability, and Electronic Communications. Please note that these Terms, including the b1 Privacy Policy which is incorporated in these Terms and any end user license and/or subscription agreement that might accompany the applicable Service, constitute the entire legal agreement between you and Kombi and govern your use of the Services (including your use of the Content) (but excludes any services, if any, that Kombi may provide to you under a separate signed written agreement (e.g. Custom software development, or place-based automation like digital signage)), and completely replaces any prior agreements between you and Kombi in relation to the Services. These Terms operate to the fullest extent permissible by law. If any provision of these Terms is held to be unlawful, void, or unenforceable, you and we agree that the provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

From time to time, we may communicate with you about the Services and these Terms electronically (e.g., emails to your registered email address, notices on the b1 Site and other ICC). You consent to receive electronic communications from Kombi and further agree that any notices, agreements, disclosures, and other communications that we send to you electronically will satisfy any applicable legal notification requirements. We recommend that you keep a copy of any electronic communications we send to you for your records.

Thank you for taking the time to read these Terms. By understanding and agreeing to follow these Terms, the experience will be better for all b1 users. It is our goal to provide you with a first-class user experience, so if you have any questions or comments about these Terms, please contact us at: [b1info@kombicorp.com](mailto:b1info@kombicorp.com). Thanks for choosing to b1!

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