AMAZING LIFE FOUNDATION — APLAY END USER LICENSE AGREEMENT (EULA v2)

Effective Date: October 7, 2025 Last Updated: October 7, 2025

1. OVERVIEW

This End User License Agreement ("Agreement" or "EULA") governs your access to and use of APlay, including APlay Pro, Service Builder, and APlay View (collectively, the "APlay Platform" or "Software"), operated by Amazing Life Foundation, a nonprofit organization based in Plano, Texas ("Amazing Life," "we," or "our").

By installing, accessing, or using any part of the APlay Platform, you agree to be bound by this EULA and all incorporated policies, including the **Master Terms of Service**, **Privacy Policy**, **Subscription Auto-Renewal Terms**, and **Content License Agreement**. If you do not agree, do not use the Software.

2. LICENSE GRANT

Subject to this Agreement and applicable subscription terms, Amazing Life grants you a **limited**, **non-exclusive**, **non-transferable**, **revocable license** to access and use the APlay Platform for authorized ministry, educational, and internal operational purposes only.

This license does **not** transfer any ownership of intellectual property or proprietary materials to you.

3. SCOPE OF LICENSE

This EULA applies to the following components:

a. APlay (Core Platform)

Enables churches and teams to plan, customize, and execute services using licensed media, slides, and resources.

b. APlay Pro

Provides enhanced features such as analytics, integrations, cloud storage, and expanded customization tools available through a paid subscription tier.

c. Service Builder

Allows users to schedule teams, design service flow, and organize worship elements within the APlay environment.

d. APlay View

A secure rehearsal and preview hub where teams can log in to review upcoming services, rehearse transitions, preview media, and ensure all materials are properly licensed and ministry-ready.

4. PERMITTED USES

You may use the APlay Platform to:

- Create, manage, and present church or ministry service plans;
- Upload and organize slides, videos, and worship materials that you own or are licensed to use:
- Access media and content provided by Amazing Life under existing curriculum or media licenses;
- Allow your team to rehearse through **APlay View** for non-public, internal preparation.

5. RESTRICTIONS

You may **not**:

- Copy, reproduce, or redistribute any portion of the Software or included Content except as expressly permitted;
- Download, record, or capture streamed audio or video from the APlay Platform;
- Share login credentials or provide access to unauthorized persons;

- Modify, reverse engineer, decompile, or attempt to derive source code;
- Circumvent DRM, encryption, or security features;
- Host or display APlay materials in a public broadcast, livestream, or performance without appropriate copyright and music licensing (e.g., CCLI, CVLI);
- Use APlay for commercial purposes or in connection with paid events outside approved church or ministry contexts;
- Use APlay content or data for machine learning, AI training, or automated analytics beyond standard usage metrics.

6. TEAM ACCESS & REHEARSAL (APLAY VIEW)

- **Purpose:** APlay View is provided exclusively for team preparation, internal rehearsal, and service readiness.
- **Restrictions:** Rehearsal playback or previews may not be publicly broadcast, distributed online, or used in live services beyond internal team viewing.
- Compliance: All rehearsals and media usage must comply with copyright and performance rights laws. Churches are solely responsible for maintaining appropriate licenses (including CCLI/CVLI or equivalent).

7. USER CONTENT

You retain ownership of all materials you upload or create within APlay ("**User Content**"). By submitting User Content, you grant Amazing Life a **worldwide**, **royalty-free**, **sublicensable license** to host, reproduce, and display that content for the sole purpose of providing and improving the APlay Platform.

You represent and warrant that:

- You own or control all rights to your User Content; and
- Your use of that content within APlay does not infringe any third-party rights.

Amazing Life may remove any content that violates this EULA or applicable law.

8. SOFTWARE UPDATES

Amazing Life may provide updates, enhancements, or fixes from time to time. Updates may be automatically installed without additional notice.

Certain features may require updated versions to function properly.

9. DATA COLLECTION & PRIVACY

Amazing Life may collect limited telemetry and analytics from APlay to monitor performance and improve usability (e.g., rehearsal duration, crash reports, user interface interactions).

Data handling follows the **Amazing Life Privacy Policy**, which explains how information is collected, stored, and shared.

No personal information is sold or used for advertising.

10. TERM & TERMINATION

This license continues until terminated by either party.

Amazing Life may suspend or terminate your license immediately if you:

- Breach this EULA or violate copyright laws;
- Engage in unauthorized use or distribution;
- Fail to maintain an active subscription (if applicable).

Upon termination, you must cease all use of the Software and delete any locally stored components.

Sections concerning intellectual property, disclaimers, and liability survive termination.

11. INTELLECTUAL PROPERTY

The APlay Platform, including all software, interfaces, media libraries, trademarks, and design elements, is the sole property of Amazing Life Foundation and its licensors. You acquire no ownership rights by using the Software.

12. WARRANTY DISCLAIMER

The APlay Platform is provided "as is" and "as available."

Amazing Life makes no warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

We do not guarantee uninterrupted access or error-free performance.

13. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Amazing Life and its officers, employees, and licensors shall not be liable for any indirect, consequential, incidental, or special damages (including data loss or loss of profits).

In all cases, Amazing Life's total liability will not exceed the amount paid by you for the Software during the twelve (12) months preceding the claim.

14. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Amazing Life, its staff, volunteers, and licensors against all claims, losses, damages, and expenses arising out of:

- Your use or misuse of the Software;
- Your breach of this EULA;
- Your violation of third-party rights.

15. SUPPORT & SERVICE AVAILABILITY

Amazing Life strives to maintain high uptime and user support. However, service availability may be affected by maintenance, updates, or technical limitations.

Support inquiries may be directed to **support@amazinglife.org**.

16. GOVERNING LAW

This Agreement is governed by the laws of the **State of Texas**.

All disputes shall be brought exclusively in the state or federal courts located in **Collin County**, **Texas**, and you consent to their jurisdiction.

17. CHANGES TO THIS AGREEMENT

Amazing Life may update this EULA from time to time.

Updated versions will be posted online with a new effective date.

Continued use of the Software after notice constitutes acceptance of the revised Agreement.

18. CONTACT INFORMATION

Amazing Life Foundation

Plano, Texas (Collin County) Email: legal@amazinglife.org

Website: https://amazinglife.org/legal