

AMAZING PLAY END USER LICENSE AGREEMENT

Amazing Life Foundation

Effective Date: March 25, 2025

1. INTRODUCTION

This End User License Agreement ("EULA" or "Agreement") is a legal agreement between you, the individual, church, or ministry organization ("You" or "User"), and Amazing Life Foundation ("ALF," "We," "Us," or "Our"), governing Your use of the Amazing Play software platform ("APlay" or the "Platform"). APlay is a cloud-based technology platform accessible exclusively through Apple TVs rented from ALF, enabling Users to access, manage, and present proprietary Orange® curriculum content ("ALF Content") owned by ALF under a separate Content Subscription and Access Agreement ("Content Agreement"). APlay also allows You to upload Your own content ("User Content") to the Platform, subject to this EULA. By accessing or using APlay, accepting rental of an Apple TV from ALF, or uploading User Content, You agree to be bound by this EULA, the Content Agreement, and the Apple TV Rental Policy (both available at <https://thinkorange.com/legal/>). If You do not agree, do not use the Platform or accept the Apple TV.

2. LICENSE GRANT

- **Scope of License:** Subject to Your compliance with this EULA, payment of the applicable subscription fee ("Subscription Fee"), and adherence to the Content Agreement and Apple TV Rental Policy, ALF grants You a limited, non-exclusive, non-transferable, revocable license during the Subscription Term (as defined in Section 3) to:
 - Access and use APlay solely through an Apple TV rented from ALF to manage and present ALF Content in accordance with the Content Agreement;
 - Upload, store, and use User Content on APlay for Your ministry program (or personal use, if an individual subscriber), consistent with this EULA and the Usage Guidelines for Orange® Curriculum and Products (available at <https://thinkorange.com/legal/>).
- **Cloud Access:** ALF Content is streamed via APlay from ALF's cloud servers and is not downloadable. Access is restricted to the rented Apple TV; no other devices or methods are permitted.
- **Apple TV:** ALF retains sole ownership of the rented Apple TVs, provided under the Apple TV Rental Policy. You acknowledge they are rented, not sold, and remain ALF property.

- **Users:** Access is limited to Your authorized employees, volunteers, or Yourself (for individual subscribers), solely for ministry purposes (or personal use, if applicable), via the rented Apple TV. You are responsible for ensuring all users comply with this EULA.

3. SUBSCRIPTION AND TERM

- **Subscription:** Use of APlay requires an active subscription under the Terms and Conditions: Subscription with Automatic Renewal, including rental of an Apple TV. The "Subscription Term" aligns with the Initial Term (one year from purchase and Apple TV delivery) and Renewal Term (auto-renewed 30 days before the current term ends, e.g., day 335 of 365, or early renewed at Your option), unless canceled per the Cancellation Policy (available at <https://thinkorange.com/legal/>).
- **Termination of Access:** Access to APlay ceases immediately upon:
 - Expiration or non-renewal of Your subscription;
 - Termination of this EULA;
 - Breach of the Content Agreement or Apple TV Rental Policy.
 Upon termination, You must cease using APlay, return the Apple TV per the Apple TV Rental Policy, and may lose access to User Content stored on APlay (see Section 7).
- **Refund:** Refunds are governed by the Return and Refund Policy; the Initial Term is non-refundable, and Renewal Term refunds are available only if canceled between day 335-365, prorated less ALF Content value accessed.

4. RESTRICTIONS ON USE

- **Prohibited Actions:** You may not:
 - Copy, modify, reverse-engineer, decompile, disassemble, or derive APlay's source code;
 - Download, distribute, sublicense, lease, rent, or transfer ALF Content or APlay access to third parties;
 - Use APlay or the Apple TV for unlawful purposes or in violation of this EULA, the Content Agreement, Usage Guidelines, or Apple TV Rental Policy;
 - Bypass security, gain unauthorized access, or interfere with APlay or the Apple TV;
 - Access APlay on any device other than the rented Apple TV or independently of ALF's cloud;
 - Alter, damage, or misuse the Apple TV beyond permitted use;
 - Use APlay to host or present content not licensed by ALF under the Content Agreement, except Your User Content as permitted below.
- **User Content Restrictions:** You may not upload, store, or use User Content that:
 - Is obscene, pornographic, defamatory, harassing, or otherwise offensive;
 - Violates ALF's values or Statement of Faith (available at <https://thinkorange.com/statement-of-faith/>), including content inconsistent with Biblical principles or ALF's mission;

- Infringes third-party intellectual property rights, privacy rights, or any applicable law (e.g., 18 U.S.C. § 1466A for obscene material);
 - Contains viruses, malware, or other harmful code.
- ALF reserves the right to remove or disable access to any User Content violating these restrictions, without notice, and terminate Your access per Section 11.
- **ALF IP Ownership:** APlay, its software, design, technology, ALF Content, and Orange® Trademarks are owned by ALF and protected by U.S. copyright (17 U.S.C. § 101 et seq.), trademark (15 U.S.C. § 1051 et seq.), and other IP laws. All rights not expressly granted are reserved.
 - **User IP Ownership:** You retain ownership of Your User Content, subject to the license granted to ALF in Section 7.

5. USER RESPONSIBILITIES

- **Account Security:** You must maintain the confidentiality of Your APlay account credentials and are liable for all activities under Your account via the Apple TV. Notify ALF immediately at customercare@thinkorange.com of unauthorized use.
- **Technical Requirements:** You must provide a stable internet connection and power source for the Apple TV. ALF is not responsible for access issues due to Your failure to meet these requirements.
- **Apple TV Care:** You agree to maintain the Apple TV per the Apple TV Rental Policy, protecting it from damage, loss, or theft.
- **User Content Compliance:** You are solely responsible for ensuring User Content complies with Section 4, including its legality, appropriateness, and alignment with ALF's values. You must monitor and enforce compliance by Your authorized users.
- **Compliance:** Your use must comply with this EULA, the Content Agreement, Usage Guidelines, Apple TV Rental Policy, and all applicable federal and state laws.

6. SUPPORT AND UPDATES

- **Support:** ALF may offer discretionary technical support for APlay and Apple TVs via customercare@thinkorange.com or (866) 343-4874, excluding Your internet or third-party issues.
- **Updates:** ALF may update APlay or Apple TV firmware to enhance functionality, fix bugs, or improve security, without prior notice. Updates may alter features but will not affect Your ownership of User Content.

7. DATA AND INTELLECTUAL PROPERTY

- **Usage Data:** ALF may collect and use aggregated, anonymized data about Your use of APlay and the Apple TV to improve the Platform and services, per Our Privacy Policy (available at <https://thinkorange.com/legal/>).
- **ALF Content:** ALF Content remains ALF's property; You may not download or distribute it outside APlay. Usage is governed by the Content Agreement and Usage Guidelines (e.g., ministry-only, no public posting).

- **User Content:**
 - **Ownership:** You retain all IP rights in User Content uploaded to APlay.
 - **License to ALF:** You grant ALF a non-exclusive, worldwide, royalty-free, revocable license to host, store, process, and display User Content on APlay as necessary to provide the Platform's functionality during the Subscription Term.
 - **Protection:** ALF will use reasonable industry-standard measures to secure User Content against unauthorized access, but is not liable for breaches beyond its control (e.g., Your security failures).
 - **Removal:** ALF may remove User Content violating Section 4 without notice or liability, and You waive any claims against ALF for such actions.
 - **Post-Termination:** Upon termination, User Content may be inaccessible; ALF will retain it for 30 days post-Term, after which it may be deleted unless You request retrieval (subject to feasibility and ALF's discretion).
- **Privacy:** Personal data collection and use are governed by Our Privacy Policy.

8. WARRANTIES AND DISCLAIMERS

- **Limited Warranty:** ALF warrants it has the right to provide APlay, ALF Content, and rented Apple TVs as described, to the best of its knowledge.
- **Disclaimer:** EXCEPT AS ABOVE, APLAY, ALF CONTENT, AND APPLE TVs ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALF DOES NOT GUARANTEE UNINTERRUPTED, ERROR-FREE OPERATION OR FREEDOM FROM VIRUSES, NOR IS ALF RESPONSIBLE FOR USER CONTENT UPLOADED IN VIOLATION OF SECTION 4.

9. LIMITATION OF LIABILITY

- **Cap:** ALF's maximum liability for any claim related to APlay, ALF Content, Apple TVs, or this EULA is the Subscription Fee paid for the current Subscription Term, per the Return and Refund Policy.
- **Exclusion:** IN NO EVENT WILL ALF BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (E.G., LOST PROFITS, DATA LOSS, REPUTATIONAL HARM) ARISING FROM YOUR USE, INCLUDING FROM USER CONTENT UPLOADED IN VIOLATION OF SECTION 4, EVEN IF ADVISED OF THE POSSIBILITY, UNDER ANY LEGAL THEORY. ALF IS NOT LIABLE FOR THIRD-PARTY CLAIMS OR LOSSES DUE TO YOUR NON-COMPLIANT USER CONTENT.

10. INDEMNIFICATION

- **By You:** You agree to defend, indemnify, and hold harmless ALF, its affiliates, officers, directors, employees, and agents from claims, losses, or damages arising from Your breach of this EULA (including uploading prohibited User Content under Section 4),

misuse of APlay or Apple TVs, or violation of third-party rights, except where solely due to ALF's gross negligence or willful misconduct.

- **By ALF:** ALF will indemnify You against claims that APlay infringes third-party IP, provided You notify ALF promptly and allow ALF to control the defense, limited to the Subscription Fee paid.

11. TERMINATION

- **By ALF:** ALF may terminate this EULA and APlay access immediately, without refund, if You breach this EULA (e.g., uploading prohibited User Content), the Content Agreement, or Apple TV Rental Policy, or if ALF discontinues APlay (with 30 days' notice where feasible).
- **By You:** You may terminate by canceling Your subscription per the Cancellation Policy, returning the Apple TV as required.
- **Effect:** Upon termination, You must cease using APlay, return the Apple TV per the Apple TV Rental Policy, and may lose User Content access (see Section 7). Sections 4, 7, 8, 9, 10, 11, and 12 survive termination.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- **Governing Law:** This EULA is governed by Georgia law, excluding conflict of law principles.
- **Arbitration:** Disputes will be resolved through binding arbitration before a three-arbitrator panel (one selected by each party, those two selecting the third) under the Rules of Procedure for Christian Conciliation, applying Georgia law. Arbitration will occur in Atlanta, Georgia, or by telephone, within 60 days of arbitrator selection unless extended. The prevailing party may recover reasonable attorneys' fees and costs. ALF may seek injunctive relief in court to protect APlay, ALF Content, Orange® Trademarks, or to address prohibited User Content, and You consent to such relief.

13. MISCELLANEOUS

- **Apple TV Rental Policy:** Governs Apple TV use, incorporated herein (available at <https://thinkorange.com/legal/>). Violations breach this EULA.
- **Entire Agreement:** This EULA, with the Content Agreement, Terms and Conditions, Cancellation Policy, Return and Refund Policy, Usage Guidelines, and Apple TV Rental Policy, is the entire agreement, superseding prior statements.
- **Amendments:** ALF may update this EULA, notifying You via APlay or email. Continued use post-update constitutes acceptance.
- **No Waiver:** ALF's failure to enforce a provision does not waive it.
- **Contact:** Reach ALF at customercare@thinkorange.com or (866) 343-4874.