

Resource for Ministry Operating Agreement

1. The following Agreement contains the complete terms and conditions that apply to participation in the Resource for Ministry Program (the “Program”). As used in this Agreement, “we” means Resource for Ministry “you” means the applicant.
2. To become a participant in the Program, you must submit an application to Resource for Ministry and must affirm that the site on which Resource of Ministry materials are offered is a Christian-based entity. Once the application has been approved and a registration fee paid, the Agreement with Resource for Ministry will be in effect. An annual renewal fee is required each year. Nonpayment of this fee within 30 days of the due date will result in the cancellation of the Agreement.
3. This Agreement shall be in force upon the date of the acceptance of your application by Resource for Ministry and remain in effect until cancelled by either party as set forth under the terms of this Agreement. This Agreement will be governed by the laws of the State of Tennessee.
4. Both parties hereby agree to abide by the terms of this Agreement and certify that they are each authorized to represent the parties to this Agreement.
5. The services as described as Resource for Ministry are copyrighted by Resource for Ministry and shall remain the sole property of Resource for Ministry. Resource for Ministry hereby grants Program participants a limited, non-exclusive, non-transferable license to use Resource for Ministry materials.
6. Program participants authorize Resource for Ministry to process payments with credit card or ACH debits in accordance with Resource for Ministry services and pricing specified on the Resource for Ministry Web site and otherwise hold Resource for Ministry harmless for all actions or omissions that may occur in the performance of Resource for Ministry services.
7. Commissions are paid on all qualifying purchases. Sunday school curriculum, *the Evangelical Sunday School Lesson Commentary* and Hymnals do not qualify.
8. Program participants acknowledge that, by participating in the Program, Resource for Ministry may receive information from or about visitors to your site or communications between your site and those visitors. Participation in the Program constitutes your specific and unconditional consent to and authorization for Resource for Ministry’s access to, receipt, storage, use, and disclosure of any and all such information, consistent with the policies and procedures set forth in Resource for Ministry’s privacy notice.
9. Further, you acknowledge that we may monitor your site for the purpose of ensuring the quality and reliability of special links on your site (for example, to detect links that are defective, links to products that are out of stock or otherwise unavailable, and so forth).

Therefore, you agree that we may take such actions and that you will not seek to block or otherwise interfere with such or monitoring and that we may use technical means to overcome any methods used on your site to block or interfere with such monitoring).

10. Resource for Ministry offers no warranties, expressed or implied, of the products or services furnished under this Agreement. Resource for Ministry disclaims any implied warranty or merchantability or fitness for a particular purpose or software. Resource for Ministry disclaims any warranties related to data supplied from Resource for Ministry.
11. Participants may opt to exclude for doctrinal or personal reasons certain items normally offered by Resource for Ministry on the site. In the event an item is excluded and a user initiates a search for the item, Resource for Ministry reserves the right to direct the search to the Resource for Ministry main site and offer the item for sell by Resource for Ministry. Commissions will not be paid to Participants for such purchases.
12. Resource for Ministry shall take reasonable steps to maintain reliable services including: regular updating of bibliographic information; book cover graphics and product descriptions; reliable Internet access to the data housed on the Resource for Ministry server; and adequate server capacity to perform Resource for Ministry services.
13. Resource for Ministry shall provide telephone support during normal business hours to document and resolve Resource for Ministry system errors. Resource for Ministry shall make a reasonable effort to resolve any and all errors immediately. Resource for Ministry shall be under no obligation to provide technical support for any service not specifically provided by Resource for Ministry or errors not attributable to Resource for Ministry.
14. Program participants shall have the right to terminate this Agreement at any time. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. If a Program participant elects to cancel the Program participant agreement, all rights commissions, marketing position and wholesale purchases cease.
15. Resource for Ministry shall have the unrestricted right to modify, upgrade, or add services to the Resource for Ministry.com system at any time.
16. The relationship between Program participants and Resource for Ministry is that of Service Provider and Licensee. This agreement shall in no way be construed to permit either party to act as agent or on behalf of the other, or to enter into a binding commitment for the other. Program participants are independent marketing Program participants of Resource for Ministry and are not to be considered purchasers of a franchise or a distributorship. The Agreement between Resource for Ministry and its Program participants does not create an employer/employee relationship, agency, partnership, or joint venture between Resource for Ministry and the Program participants. Each Program participant shall hold harmless Resource for Ministry from any claims, damages or liabilities arising out of Program participants' business practices. Resource for Ministry Program participants have no authority to bind Resource for Ministry to any

obligation.

17. You will provide either your Social Security Number (in the case of an individual) or your Federal Employee Identification Number (in the case of corporation, limited liability, or partnership) to Resource for Ministry for tax reporting purposes.
18. In the event of death or disability of a Program participant rendering them unable to notify Resource for Ministry regarding dispensation of a Program participant's position, the executor, trustee or court-appointed advocate of the Program participant or the Program participant's estate shall notify Resource for Ministry regarding assignment of the Program participant's position. Resource for Ministry shall be held harmless for any discrepancies related to the payment of commissions to any Program participant in the event of the death or disability of a Program participant.
19. In the conduct of business, the Program participant shall safeguard and promote the reputation of Resource for Ministry and its products and shall avoid any and all disrespectful, deceptive, misleading, unethical or immoral conduct or practices.
20. The name of Resource for Ministry is a proprietary trade name and trademark of Resource for Ministry and is of great value to Resource for Ministry and is supplied to the Program participants for Program participant's use only in an expressly authorized manner. Program participants agree not to advertise Resource for Ministry or their products in any way other than the advertising or promotional materials made available to Program participants by Resource for Ministry.
21. Notwithstanding Resource for Ministry's retail customer guarantee policy, all retail sales must comply with the Federal Trade Commission three-day cooling off rule that requires statutory language and notice of cancellation on the retail sales receipt.
22. Program participant shall not promote or sell non-Resource for Ministry products, unless on the participant's section of the Web site. Resource for Ministry does not expressly endorse such products.
23. On a periodic basis, Resource for Ministry will supply reports to Program participants concerning the participant's sales totals, commission, product purchases and product mix. The Program participant agrees that such information is proprietary and confidential to Resource for Ministry and is transmitted to the Program participant in confidence. The Program participant agrees not to directly or indirectly disclose such information to any third party. The Program participant also agrees that the need for a current email address is required to maintain communication integrity. If the Program participant does NOT maintain and provide Resource for Ministry with a current email address at all times, this agreement may be terminated at Resource for Ministry's sole discretion.
24. Resource for Ministry reserves the right to alter or amend prices rules and regulations, policies and procedures, product availability and compensation plan. Upon notification

by e-mail to the most recent address listed by the Program participant in the records of Resource for Ministry, such amendments are automatically incorporated as part of the agreement between Resource for Ministry and the Program participant.

25. This Agreement is governed under the laws of the State of Tennessee. The parties that any claim, dispute, or other difference between them shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur at Cleveland, Tennessee (unless otherwise required by applicable law). The arbitrator may award, in addition to declaratory relief, preliminary and permanent injunctive relief and compensatory damages, and shall award reasonable attorneys fees and costs to the prevailing party. The decision of the arbitrator will be entitled to enforcement in any court of competent jurisdiction. This provision shall not be construed so as to prohibit Resource for Ministry from obtaining preliminary and permanent injunctive relief in any court of competent jurisdiction.
26. Should any portion of this Agreement, of the Program participant's application and agreement, or of any other instruments referred to herein or issued by Resource for Ministry, be declared invalid by a court of competent jurisdiction, the balance of such policies, applications, or instruments shall remain in full force and effect.

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