



THE VARIOUS AGREEMENT TERMS FOUND OR LINKED TO BELOW APPLY TO THOSE PRODUCTS AND SERVICES PROVIDED BY CCLI AND ITS AFFILIATES WHICH MAY BE AVAILABLE THROUGH THE ONLINE CCLI STORE. PLEASE NOTE THAT CERTAIN PRODUCTS, SERVICES, OR RIGHTS DESCRIBED BELOW MAY NOT BE AVAILABLE IN ALL TERRITORIES WHERE A USER AND/OR CUSTOMER MAY BE LOCATED.

## **CCLI MASTER TERMS OF AGREEMENT**

### **1. INTRODUCTION.**

CCLI, LLC, a Delaware limited liability company ("CCLI"), grants to the Church (as defined herein) a limited license to use certain proprietary Content (as defined herein) strictly as set forth in this agreement (the "Agreement"). By indicating acceptance to these terms online, otherwise agreeing to these terms, or exercising the rights granted under the Church Copyright License<sup>®</sup> (as defined herein) as well as any other license granted hereunder, you agree to legally bind yourself and your Church to the terms of this Agreement.

### **2. DEFINITIONS.**

2.1. "Approved Website" means the instrumentality used by the Church to communicate with its members and that adheres to copyright law and conforms to the Rights and Reserved Rights set forth herein, as follows:

- 2.1.1. the Church's proprietary website;
- 2.1.2. a hosted website; or
- 2.1.3. a streaming service.

2.2. "CCLI Artwork" means video content, images, fonts, and other visual content owned or licensed by CCLI.

2.3. "CCLI Servers" means servers operated on behalf of CCLI.

2.4. "Church" means a church, as that term is commonly understood, or other ministry organization that conducts religious-based services, activities, or events at fixed or multiple locations, that purchases the Church Copyright License, as well as any other license hereunder, and enters into this Agreement. Except as otherwise stated in this Agreement, the term "Church" shall incorporate the term "School."

2.5. "Church Services" means all forms of religious services, meetings, and related activities held by and under the authority of the Church.

2.6. "Church Size" means the average regular attendance of the Church's main service or, if the Church holds multiple services, the average aggregate attendance of a Church's main services.

2.7. "Content" means collectively the Master Recordings (as defined herein), Musical Compositions (as defined herein), Publications (as defined herein), Trademarks (as defined herein), and any other musical, literary, typographical, recorded, or other protected form of artistic expression that is licensed to the Church under this Agreement.

2.8. "Copy" or "Copies" means the reproduction of a musical, literary, typographical, recorded, or other protected form of artistic expression by making copies including, without limitation, by digital or electronic means, and Copy refers to any copy so made and Copying refers to the act of making such Copy.

2.9. "SongSelect<sup>®</sup> Lyric Content" means audiovisual content chosen by the Church from CCLI Servers for use as a customized ad-free worship aid in Church's Church Services or School worship services, comprised of the lyrics of one or more Musical Composition delivered simultaneously and synchronized with CCLI Artwork and Program Recordings.

2.10. "Master Recording" means a pre-recorded sound recording (such as artist or record label recordings of songs sold commercially) including multi-tracks, backing tracks, split tracks, loops, or stems with an ISRC that is controlled by or licensed to CCLI for the purpose of being licensed to the Church under this Agreement and is made available to the Church by CCLI.

2.11. "Musical Composition" means a song (i.e., the musical work and, if applicable, any lyrics or words written to be used with such musical work, together or separately, or any part thereof (all as defined by copyright law in the Territory)) that is controlled by or licensed to CCLI for the purpose of being licensed to the Church under this Agreement and is made available to the Church by CCLI.

2.12. "Program Recording" means any sound recording created or licensed by CCLI of a Musical Composition.

2.13. "Publication" means any publication or part of a publication of a Musical Composition that is controlled by or licensed to CCLI for use in the purpose of being licensed to the Church or similar organizations under the terms and conditions of this Agreement (including, without limitation, publication by digital or other electronic means) and is made available to the Church by CCLI.

2.14. "School" means a place of formal education where collective worship takes place.

2.15. "Stream" or "Streaming" means the digital transmission (live or on demand), making available, retransmission, distribution, and playback of a Musical Composition.

2.16. "Territory" means the country where the Church is located as well as that country's territories and possession.

2.17. "Worship Team" has the meaning given in Section 6.1.1.

### **3. CHURCH COPYRIGHT LICENSE<sup>®</sup> (also known as the School Copyright Licence or the Collective Worship Copyright Licence).**

3.1. Subject to the terms and conditions of this Agreement, CCLI grants to the Church a limited, personal, non-exclusive, royalty-free license during the Term and in the Territory for congregational use in Church Services and for School use for similar activities as follows (the "Church Copyright License"):

3.1.1. Reproduce Musical Compositions in bulletins, liturgies, programs, song sheets, songbooks, transparency film sheets, and similar tangible forms where such Copies may be reused;

3.1.2. Make customized vocal and/or instrumental arrangements of Musical Compositions to the extent no published version is available provided that the Church ensures that all rights in and to such arrangement will belong perpetually and exclusively to the owner of copyright to the Musical Composition;

3.1.3. Record Musical Compositions during a Church Service onto an audio and/or audio-visual medium in a quantity not to exceed fifteen percent (15%) of the Church Size, and to recover the costs of reproduction and distribution in amounts not to exceed \$4.00 USD or \$5.00 CAD per CD or similar form, and \$12.00 USD or \$15.00 CAD per DVD or similar form (not available in all territories);

3.1.4. Copy Musical Compositions into and from computerized storage and retrieval software;

3.1.5. Alter or make language translations of Musical Compositions only to the extent no authorized published version is available and where such Copies may be reused provided that the Church ensures that all rights in and to such translation will belong perpetually and exclusively to the owner of copyright to the Musical Composition, subject to applicable governing laws on a country-by-country basis;

3.1.6. Make Copies of Musical Compositions in accordance with Sections 3.1.1, 3.1.2, 3.1.4, and 3.1.5 above, provided that the quantity of Copies reproduced does not exceed the Church Size (not available in all territories); and

3.1.7. Give or lend Copies of Musical Compositions reproduced pursuant to Sections 3.1.1, 3.1.2, 3.1.4, and 3.1.5 above to persons forming part of the Church's congregation or the School for singing such Musical Compositions during Church Services or similar School activities (not available in all territories).

3.2. The rights granted to the Church under Section 3.1 above shall exclude all rights not explicitly granted therein including, without limitation, the following excluded rights:

3.2.1. To duplicate choral sheet music (octavos), cantatas, musicals, handbell music, keyboard music, vocal solos, instrumental works, or music education publications in any form;

3.2.2. Subject to Sections 3.1.1, 3.1.2, 3.1.4, and 3.1.5 above, to distribute Copies made under the Church Copyright License for use outside of Church Services or School activities, or to rent or sell such Copies created for direct or indirect remuneration or consideration, whether by way of direct payment, gift, donation, free will offering, etc.;

3.2.3. To perform any of the Musical Compositions; and

3.2.4. In the case of any Church Copyright License sold to an itinerant ministry, to record Musical Compositions in Church Services by either audio or audio-visual means;

3.2.5. To record Musical Compositions during a Church Service pursuant to Section 3.1.3 in certain territories;

3.2.6. To make Copies of Musical Compositions pursuant to Section 3.1.6 in certain territories; and

3.2.7. To give or lend Copies of Musical Compositions pursuant to Section 3.1.7 in certain territories.

#### **4. CCLI STREAMING LICENSE®.**

The terms of this Section 4 apply only if the Church purchases a CCLI Streaming License (as defined herein) in addition to the Church Copyright License set forth herein (not available in all territories).

4.1. Subject to the terms and conditions of this Agreement, CCLI grants to the Church a limited, personal, non-exclusive, royalty-free license during the Term and in the Territory as follows (the "CCLI Streaming License"):

4.1.1. To Stream (live or as a retransmission) Musical Compositions performed in Church Services, in audio and/or video form, from Approved Websites, free of charge to those receiving the Stream; this includes the right to reproduce (including reproducing temporary Copies on devices) Musical Compositions for the purpose of transmitting the same to end users;

4.1.2. To reproduce, make available, and distribute audio or video (including synchronized text or still images) files of Church Services that contain Musical Compositions, in whole or in part, provided over the Internet by way of website feeds through Approved Websites to personal computers, portable media players, or any other device capable of receiving such files, which enables end users to syndicate, subscribe to an RSS feed (or other similar push-based technology), and automatically receive future files; and

4.1.3. To graphically store, reproduce, communicate to the public, make available, distribute, and display Musical Compositions in or in connection with the video Streaming of Church Services (the so-called "digital lyric right").

4.2. The rights, if any, granted to the Church under Section 4.1 above shall exclude all rights not explicitly granted therein including, without limitation, the following excluded rights where a Church may not:

- 4.2.1. Receive any form of compensation for uses under the CCLI Streaming License;
- 4.2.2. Grant to any third-party that is not an Approved Website the right to Stream or otherwise digitally transmit any Musical Compositions in any manner;
- 4.2.3. Other than as set forth in Section 4.1.2 above, Stream pre-recorded recordings (such as artist or record label recordings of Musical Compositions sold commercially);
- 4.2.4. Stream Musical Compositions performed at concerts, conferences, and/or special events held on the Church property where any financial charge, including donations, is required for attendance; and
- 4.2.5. Stream Musical Compositions contained in non-Church Service audio and/or video form such as non-Church Service teaching videos, televised events, or special productions.

## **5. CCLI STREAMING PLUS LICENSE<sup>®</sup>.**

The terms of this Section 5 apply only if the Church purchases a CCLI Streaming Plus License (as defined herein) in addition to the Church Copyright License set forth herein (not available in all territories).

5.1. Subject to the terms and conditions of this Agreement, CCLI grants to the Church a limited, personal, non-exclusive, royalty-free license during the Term and in the Territory as follows (the "CCLI Streaming Plus License"):

- 5.1.1. To exercise all rights granted under the CCLI Streaming License under Section 4.1 of this Agreement.
- 5.1.2. To Stream (live and as a retransmission) Master Recordings performed in Church Services, in audio and/or video form, from Approved Websites, free of charge to those receiving the Stream; and
- 5.1.3. To distribute audio or video (including synchronized text or still images) files of Church Services that contain Master Recordings, in whole or in part, provided over the Internet by way of website feeds through Approved Websites to personal computers, portable media players, or any other device capable of receiving such files, which enables end users to syndicate, subscribe to an RSS feed (or other similar push-based technology), and automatically receive future files.

5.2. The rights, if any, granted to the Church under Section 5.1. shall exclude all rights not explicitly granted therein including, without limitation, the following excluded rights:

- 5.2.1. All excluded rights described in Section 4.2;
- 5.2.2. The Church may not charge a fee for Streaming or receive any form of compensation from exercising rights granted to it under the CCLI Streaming Plus License;
- 5.2.3. Grant to any third-party that is not an Approved Website the right to Stream or otherwise digitally transmit any Master Recording in any manner;
- 5.2.4. Stream Master Recording performed at concerts, conferences and/or special events held on the Church where any financial charge, including donations, is required for

attendance;

5.2.5. Stream Master Recording contained in non-Church Service audio and/or video form such as non-Church Service teaching videos, Church events, promotional videos of Church activities or programs, televised events, or special productions; and

5.2.6. Other than as set forth in Section 5.1.2 above, to reproduce pre-recorded recordings (such as artist or record label recordings of Musical Compositions sold commercially) that are not contained within the Stream. For the avoidance of doubt, a pre-recorded video promoting a Church program/activity may be Streamed under the CCLI Streaming Plus License as long as it is contained in the Stream of the entire Church Service.

## **6. CCLI REHEARSAL LICENSE.**

The terms of this Section 6 apply only if the Church purchases a CCLI Rehearsal License (as defined herein) in addition to the Church Copyright License set forth herein (not available in all territories).

6.1. Subject to the terms and conditions of this Agreement, CCLI grants to the Church a limited, personal, non-exclusive, royalty-free license during the Term and in the Territory for the sole purpose of allowing the Church's Worship Team to learn and rehearse Musical Compositions as follows (the "CCLI Rehearsal License"):

6.1.1. To share Master Recordings with Church music directors, worship leaders, musicians, and vocalists (the "Worship Team") for the sole purpose of learning and rehearsing Musical Compositions for use in Church Services by: (i) Streaming Master Recordings to the Worship Team through an Approved Website, (ii) digitally distributing Master Recordings to the Worship Team for download, storage, and playback on a personal computer or similar device, or (iii) making physical Copies of Master Recordings and distributing them to the Worship Team on a CD, flash drive, or similar device.

6.2. The rights, if any, granted to the Church under Section 6.1 above shall exclude all rights not explicitly granted therein including, without limitation, the following excluded rights:

6.2.1. Charge a fee or receive any form of compensation for uses under the CCLI Rehearsal License.

6.2.2. Record a version of Musical Composition to be distributed or otherwise shared with any person or in any manner, including with the Worship Team.

6.2.3. Retain Copies of Master Recordings for personal use or other use. Activities authorized under Section 6.1 may only be used and retained as temporary reference Copies to assist the Worship Team in learning and rehearsing Musical Compositions.

## **7. SONGSELECT® LYRIC VIDEOS.**

The terms of this Section 7 apply only if the Church purchases the SongSelect Lyric Videos (as defined herein).

7.1. Subject to the terms and conditions of this Agreement, CCLI grants to the Church a limited, personal, non-exclusive, royalty-free license during the Term and in the Territory for the sole purpose of allowing the Church to use SongSelect Lyric Content as follows (the "SongSelect Lyric Videos"):

7.1.1. To access SongSelect Lyric Content on an interactive basis from CCLI Servers and to display, perform, make available, and otherwise communicate SongSelect Lyric Content to the public in Church Services and School worship services as either (i) a real-time stream (performance) from CCLI Servers to in-person attendees of the Church's Church Services and School worship services; or (ii) a temporary digital download from CCLI Servers which will automatically expire within a given period not to exceed thirty-one (31) days.

7.2. The rights, if any, granted to the Church under Section 7.1 above shall exclude all rights not explicitly granted therein including, without limitation, the following excluded rights:

7.2.1. Make available SongSelect Lyric Content or copies thereof to any party, by any means.

7.2.2. Charge a fee or receive any form of compensation for use of the SongSelect Lyric Videos or SongSelect Lyric Content.

7.2.3. Download or retain copies of SongSelect Lyric Content, except to the extent SongSelect Lyric Content is captured in the background of Church's live-stream or recording of Church's Church Services or School worship services; provided, however, Church has also purchased a CCLI Streaming License.

## **8. CCLI MUSIC REPRODUCTION LICENCE™.**

Also known as the Collective Worship Music Reproduction Licence. The terms of this Section 8 apply only if the Church purchases a CCLI Music Reproduction Licence (as defined herein) in addition to the Church Copyright Licence set forth herein (not available in all territories).

8.1. Subject to the terms and conditions of this Agreement, CCLI grants to the Church a limited, personal, non-exclusive, royalty-free licence during the Term and in the Territory for the sole purpose of allowing the Church to make copies of Songs from participating publications to assist with congregational singing as follows (the "CCLI Music Reproduction Licence"):

8.1.1. To photocopy or scan pages from hymnals, songbooks and sheet music, including typeset sheet music downloaded from the Internet, provided you have purchased an original copy, or the Publication is permanently out of print.

8.1.2. Electronically duplicate and share sheet music files with members of your organisation (e.g. email a PDF to another person or share via networked screens).

8.2. The rights, if any, granted to the Church under Section 8.1 shall exclude all rights not explicitly granted therein including, without limitation, the following excluded rights:

8.2.1. Distribute, sell or share in any manner copies made under the Licence for use outside of your organisation's activities.

## **9. TRADEMARKS.**

Any license you receive under this Agreement (Church Copyright License, CCLI Streaming License, CCLI Streaming Plus License, CCLI Rehearsal License, SongSelect Lyric Videos, or CCLI Music Reproduction License) may include trademarks, logos, and brands (collectively, "Trademarks"), and is limited to only the specific Trademarks included in the materials made available by CCLI in its sole discretion. Subject to the terms and conditions of this agreement CCLI grants to the Church a limited, personal, non-exclusive, royalty-free license during the Term and in the Territory to display and reproduce the Trademarks. Church agrees to comply with any Trademark usage requirements or style guide provided by CCLI.

## **10. CHURCH RESPONSIBILITIES.**

The Church agrees:

- 10.1. To report all Musical Composition Copy activity or sound recording Copy activity when required or requested by CCLI;
- 10.2. To validate, through the process prescribed by CCLI, each participating Musical Composition before making a Copy;
- 10.3. To use the license(s) granted under this Agreement in a lawful and ethical manner;
- 10.4. To immediately destroy all copies of Musical Compositions made under this Agreement if an applicable license granted under this Agreement expires; and
- 10.5. When reproducing a Musical Composition, to include the song title, writer credit(s), and copyright notice in substantially the following format:

"[Song Title]" words and music by [Song Writer(s)]  
 © [Copyright Date] [Publishing Company(ies)]  
 Used by Permission. CCLI License #[CCLI License Number]

## **11. LICENSE FEES.**

Church agrees to pay the annual license fees determined by CCLI for each license that it purchases (e.g., Church Copyright License, CCLI Streaming License, CCLI Streaming Plus License, CCLI Rehearsal License, SongSelect Lyric Videos, or CCLI Music Reproduction License), as and when such fees become due (the "License Fees").

## **12. NO SUBLICENSE OR ASSIGNMENT.**

The licenses granted hereunder do not permit the Church to rent, lease, lend, or otherwise sublicense any rights granted to the Church under this Agreement, or to assign this Agreement to any other person or organization without the prior written approval of CCLI. Any attempted sublicense or assignment without such approval is null and void from inception and constitutes a material breach of this Agreement.

### **13. TERM.**

The "Term" is one (1) year from the date on which the Church purchases a license under this Agreement (if the Church purchases additional licenses subject to this Agreement at later dates, the Term of those licenses begins on the date the Church purchases such license) subject to the termination provision below.

### **14. VALID RIGHTS/NOTICE OF INFRINGEMENT.**

The Church acknowledges that the Content is valid and valuable and is controlled by or licensed to CCLI and exclusively owned by CCLI's licensors. CCLI or CCLI's licensors retain all rights to not expressly licensed. The Church will not challenge or dispute CCLI or its licensor's exclusive rights in and to the Content and agrees to provide prompt written notice to CCLI in the event that the Church learns that any person or organization infringed or is infringing upon CCLI's rights to the Content.

### **15. REPRESENTATIONS AND WARRANTIES.**

By agreeing to these terms, downloading or exercising the rights granted under the Church Copyright License, CCLI Streaming License, CCLI Streaming Plus License, CCLI Rehearsal License, SongSelect Lyric Videos, CCLI Music Reproduction License, or any other license granted hereunder, you represent and warrant that you have the authority to enter into this agreement on behalf of the Church, and represent and warrant that the organization entering into this Agreement qualifies as a Church as defined in this Agreement, and is eligible under the terms and conditions of the Agreement to receive the license(s) to which the Church subscribes. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 15, EACH LICENSE IS PROVIDED "AS IS." CCLI represents that, to the best of its knowledge, it has the authority to grant the rights contemplated by this Agreement to the Church for the uses set forth in this Agreement. CCLI MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONTENT, INCLUDING WITHOUT LIMITATION THE TRADEMARKS, CHURCH COPYRIGHT LICENSE, CCLI STREAMING LICENSE, CCLI STREAMING PLUS LICENSE, CCLI REHEARSAL LICENSE, SONGSELECT LYRIC VIDEOS, OR CCLI MUSIC REPRODUCTION LICENSE, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **16. INDEMNIFICATION.**

The Church agrees to defend, indemnify, and hold harmless CCLI and its subsidiaries, affiliates (including without limitation Christian Copyright Licensing International, LLC), officers, directors, employees, members, agents, and all of their successors and assigns against any claim, dispute, loss, expenses, damages, or other liability arising in whole or in part from the Church's breach of this Agreement or use of the Content other than as expressly set forth herein, except solely with respect to those claims that arise directly and solely from CCLI's gross negligence or breach of this Agreement.

**17. LIMITATION OF LIABILITY.**

CCLI's maximum liability to the Church related in any way to this Agreement and/or the Content will be the lesser of a refund of any License Fees paid by the Church or One Hundred Dollars and 00/100 USD (\$100.00). IN NO EVENT WILL CCLI HAVE ANY LIABILITY TO THE CHURCH FOR ANY OTHER AMOUNTS OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR STATUTORY DAMAGES UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, WHETHER OR NOT THE CHURCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**18. RELATIONSHIP OF THE PARTIES.**

This Agreement does not create any affiliate, partnership, joint venture, or agency relationship between CCLI and the Church, and the Church agrees not to imply that any such relationship exists.

**19. ADDITION OR REMOVAL OF CONTENT; DATA.**

CCLI may from time to time, and in its sole and absolute discretion, add or remove Content included in a license granted under this Agreement. The Church agrees that CCLI and its affiliates may collect and use aggregated data regarding the Church's use of the Content to improve CCLI's products and services.

**20. TERMINATION.**

CCLI reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the Church. In the event of the Church's breach of any term of this Agreement, such termination will be without refund of any amounts paid by the Church hereunder. Additionally, CCLI reserves the right at any time to terminate the license to a specific item of Content. Notwithstanding the foregoing, the failure of Church to pay the annual License Fees constitutes material breach of the Agreement, and CCLI may terminate the Agreement and/or any license or right granted to Church under the Agreement immediately, and without further notice.

**21. WAIVER.**

Failure by either party to enforce any term of this Agreement will not be deemed a waiver of its right to enforce that or any other term of this Agreement or any other agreement that exists between the parties.

**22. GOVERNING LAW/DISPUTE RESOLUTION.**

This Agreement shall be interpreted under the laws of the State of Oregon, United States of America without regard to conflict of law provisions therein that may result in the application of the law of any other jurisdiction. Any dispute, controversy, or claim arising under, out of, in connection with, or in relation to this Agreement must be brought in the state or federal courts located in the State of Oregon, United States of America and the parties hereby submit to the personal jurisdiction thereof.

## **23. CONFIDENTIALITY.**

Absent written notice given prior to any disclosure so as to afford a reasonable opportunity to object and/or seek an appropriate protective order, the Church shall not disclose to any third party (other than to the Church's affiliates, owners, directors, officers, employees, contractors, attorneys, and financial representatives who have a need to know) any contents of this Agreement.

## **24. NOTICES AND ELECTRONIC COMMUNICATIONS.**

24.1. All notices required under this Agreement shall be transmitted in writing; provided, however, that CCLI may communicate with the Church regarding any matter related to this Agreement including, without limitation, the Church's account information and/or notices required under this Agreement, by electronic communications (e.g., via e-mail, postings on the password-protected area of the CCLI website available to the Church, etc.). The Church agrees that all electronic communications from CCLI to the Church shall be deemed to be communications "in writing" under this Agreement and deemed received by the Church no later than (i) the date actually received by the Church; or (ii) three (3) days after the date of transmission, whichever is earlier.

24.2. The Church may update the Church's contact information either via the CCLI website or by calling CCLI at the number for your Territory set forth at <https://ccli.com/contact-ccli>.

24.3. The minimum hardware and software requirements the Church will need to access and retain this Agreement and/or access the Church's account are: a device with internet access, an email account, and a modern Internet browser (Edge, Chrome, Safari, Firefox current stable version minus 2 (two) major point releases). The Church may access future changes to the minimum hardware and software requirements via the CCLI website or by calling +1 360 553 7500. Features and applications unique to the Church's browser, email, or Internet software may require the Church to have additional hardware or software. To retain copies of electronic communications, the Church will require either a printer connected to the Church's computer or sufficient storage on the Church's computer's hard drives to save an electronic copy.

24.4. The Church may withdraw the Church's consent to receive electronic communications or request a paper copy of this Agreement and any future electronic communications via the CCLI website or by calling +1 360 553 7500. CCLI reserves the right to charge the Church a reasonable fee for delivering paper copies of this Agreement and/or any electronic communications to the Church.

## **25. GENERAL PROVISIONS.**

This Agreement constitutes the entire agreement between the Church and CCLI and supersedes all other written or oral statements or previous agreements regarding the Content. In the event of any conflict between the provisions of this Agreement and any description or summary of such provisions contained on CCLI's website, the provisions of this Agreement shall prevail. If any provision of this Agreement shall, for any reason, be found by a court of competent jurisdiction to be unenforceable or invalid, in whole or in part, the remaining provisions shall survive unaffected.

The section headings used herein are included solely for convenience of reference and shall have no bearing upon the meaning or interpretation of any of the provisions of this Agreement. Other than the parties, no person or entity is an intended beneficiary of this Agreement and shall have no right to enforce the terms and conditions of this Agreement. Where the context of any provision contained herein reflects the intention of the parties that such provision shall survive the Term, such provision shall so survive the termination, rescission, and/or expiration of this Agreement. THE PARTIES HEREBY ACKNOWLEDGE AND REPRESENT THAT THEY HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THIS AGREEMENT AND ANY FAILURE TO SEEK OR OBTAIN SAID COUNSEL WAS AT SUCH PARTY'S SOLE ELECTION.

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## **SONGSELECT<sup>®</sup> TERMS OF USE**

### **1. ACCEPTANCE OF TERMS.**

Welcome to the SongSelect Subscription Service, an online service of CCLI. This service is subject to the following Terms of Use ("TOU"), and CCLI reserves the right to update the TOU at any time without notice to you. Your continued use of this Service after any update will show that you agree with the new terms.

### **2. DEFINITIONS.**

2.1. "CCLI" means CCLI, LLC, a Delaware limited liability company ("CCLI").

2.2. "Church Copyright License<sup>®</sup>" means the non-commercial license which grants the licensee certain rights to reproduce Songs.

2.3. "Chord Sheet" means the typographical embodiment of the lyrics, chords and fret chord fingering of Songs.

2.4. "Digital Fixations" means the typographical embodiment of Songs that are downloaded by Churches in a Lyric Sheet, Lead Sheet, Chord Sheet, or Hymn Sheet format. This would also include new formats that may be added to the Service at future dates.

2.5. "Hymn Sheet" means the typographical embodiment of the lyrics, vocal lines (SATB), meter and chords of Songs.

2.6. "Lead Sheet" means the typographical embodiment of the lyrics, melody line, meter, chords and fret chord fingering of Songs.

2.7. "Lyric Sheet" means the typographical embodiment of the lyrics of Songs.

2.8. "Proprietary Rights" means all copyrights, trademarks, trade secrets and other intellectual property and proprietary rights in and to the Service and documentation.

2.9. "Service" means the subscription for online access to and download of Digital Fixations of Songs.

2.10. "Song" means the musical compositions which are the subject of the SongSelect Subscription issued by CCLI.

2.11. "Subscriber" means the church or other organization entering into these Terms of Use (TOU).

### **3. SUBSCRIPTION.**

As the subscriber, you purchase from CCLI (subject to these TOU) a non-exclusive, non-transferable subscription to use the Service for your own non-commercial ministry purposes.

### **4. TERM.**

The initial term shall be from the date of purchase to the next expiration date of your Church Copyright License, unless terminated earlier. Thereafter, this Service shall automatically renew for an indefinite number of annual terms, provided that neither you nor we have sent a written notice of non-renewal not less than thirty (30) nor more than sixty (60) days prior to any renewal term.

### **5. FEES.**

The annual renewal fee shall be due and payable prior to the beginning of any renewal term.

### **6. CONDITIONS.**

6.1. This Service shall be in effect only if you have a current, valid Church Copyright License with CCLI. If your Church Copyright License expires or is terminated, then this Service shall be terminated and you will not be entitled to any refund.

6.2. For up to 14 days following your original date of purchase, you may choose to discontinue the Service and receive a full refund, less \$1 for each Digital Fixation of Songs printed. If you choose to discontinue the Service after 14 days from your original date of purchase, you will receive no refund.

6.3. You may use the Service and Digital Fixations only to further your own non-commercial ministerial purposes. Except as expressly authorized in this TOU, you will not rent, lease, sublicense, transmit, distribute, transfer, copy, assign, reproduce, display, modify or time-share the Service or allow any third party to use the Service.

6.4. If you have chosen a SongSelect Subscription that grants the right to print Lead Sheet, Chord Sheet and/or Hymn Sheet Digital Fixations, you will be entitled to print the Lead Sheets, Chord Sheets and/or Hymn Sheets from a maximum of 200 Songs during each annual term of this Service.

6.5. If you want to print from more than 200 Songs during your annual term, you may do so by paying a fee to CCLI in addition to the annual fee.

6.6. The Service contains trade secrets and copyrighted materials, and all information is confidential. You will maintain and protect the confidentiality of the Service, including, but not limited to, activation codes and passwords. You will not make available any codes or passwords that allows access to the Service by anyone other than your church staff or volunteers.

6.7. The Service is exclusive to your church. Access to the Service by anyone outside of your church constitutes an act of trespass.

6.8. You are not entitled to receive or use any source codes to the Service.

6.9. You will not remove or obscure any notice or legend in the Service.

6.10. This Service shall be subject to all conditions, restrictions and limitations of the Church Copyright License as outlined in its Terms of Agreement.

## **7. DISCLAIMER OF WARRANTIES.**

CCLI makes no warranty, representation or promise not expressly set forth in this Service or in these TOU.

## **8. LIMITATION OF LIABILITY.**

CCLI's liability relating to this Service, subscription or documentation is limited to the total subscription fees paid. CCLI shall not in any case be liable for any other damages, lost profits or loss of data.

## **9. SUPPORT AND MAINTENANCE.**

9.1. During any term of this Service, CCLI shall support the Service in the following ways:

9.1.1. Provide updates.

9.1.2. Offer reasonable telephone support.

9.1.3. If, in CCLI's sole opinion, it cannot reasonably remedy a nonconformity, CCLI may refund the renewal fee, terminating the Service with no further liability by CCLI.

9.1.4. You will be eligible for the support described herein only if you notify CCLI of the nonconformity within 30 days of the first occurrence and cooperate reasonably with CCLI.

9.1.5. CCLI is not liable for any delay in providing support caused by circumstances beyond CCLI's reasonable control.

9.2. CCLI's support obligations do not include:

9.2.1. Service resulting from neglect, misuse or accidental damage.

9.2.2. Service resulting from unauthorized use.

9.2.3. The use of the product except as provided within the confines of the Service.

9.2.4. Support of hardware, operating systems or other software products.

## **10. RETENTION OF PROPRIETARY RIGHTS.**

CCLI retains all proprietary rights in and to the Service, including all related components, products, data and information.

## **11. SUBSTITUTIONS AND MODIFICATIONS.**

CCLI reserves the right to modify the Service at its sole discretion.

## **12. DEFAULT.**

You shall be in default of this Service if any of the following occur:

12.1. Without notice, if you fail to pay, when due, any of the sums that you are obligated to pay.

12.2. If you have materially breached any term of this Service and have failed to cure the breach within thirty (30) days of written notice by CCLI.

## **13. TERMINATION.**

CCLI may terminate this Service in the event of default by you, or in the event of the termination or expiration of the Church Copyright License between CCLI and you. Upon termination, you shall immediately discontinue use of the Service. All CCLI obligations will end upon termination of the Service, however termination does not necessarily relieve you from obligations.

## **14. INDEMNIFICATION.**

CCLI hereby undertakes to keep you at all times fully indemnified from all claims, actions, proceedings, liability, loss, damage, costs and expenses of any kind which you may directly or indirectly incur or suffer by reason of CCLI failing to perform any of CCLI's warranties, representations, undertakings, or obligations contained in this Agreement. You hereby undertake to keep CCLI at all times fully indemnified from all claims, actions, proceedings, liability, loss, damage, costs and expenses of any kind which you may directly or indirectly incur or suffer by reason of you failing to perform any of your warranties, representations, undertakings, or obligations contained in this Agreement.

## **15. MISCELLANEOUS PROVISIONS.**

15.1. Entire Agreement. This Service and the Church Copyright License constitute the complete and exclusive statement of the agreement between CCLI and you. This agreement supersedes all prior or contemporaneous agreements, written or oral, and all other representations and communications relating to the subject of this Service.

15.2. Non-Waiver. Failure by either party at any time to require performance of the other of any of the provisions of the Service, shall in no way affect either party's rights to enforce the same, nor shall any such waiver by either party of any breach be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

15.3. Applicable Law. This Service is made and entered into in the State of Oregon. All of the terms and conditions set forth shall be governed by and construed in accordance with the laws of the State of Oregon, and Oregon shall be the jurisdiction for any actions or proceedings arising out of the Service.

15.4. Attorneys Fees. In the event the services of an attorney at law are necessary to enforce any of the terms of the Service or to resolve any disputes arising under the Service, the prevailing party shall be entitled to its attorney fees and costs from the losing party.

15.5. Severability. If any provision of the Service is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

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## CCLI AFFILIATE SERVICES

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May 29, 2026 at 20:10 UTC