

## HEART TONES™ LET’S TALK ABOUT ACP™ PROGRAM TERMS OF USE and LICENSING AGREEMENT

This Terms of Use Agreement (this “Agreement”) is for licensing, access, and usage rules for the *Let’s Talk About ACP™* Program educational workshop curriculum and all related materials and resources (the “Program”). This Agreement is between Heart Tones™ and the church, organization, and/or individuals who will serve as Facilitators of the Program (i.e., Licensee).

It is understood that Heart Tones™ owns the copyrighted works of the *Let’s Talk About ACP™* Program. **No portion of the Program can be presented without a visible display of intellectual property notice: ©20\_\_ Heart Tones™ for the current year.**

This Agreement: (a) does not grant any ownership rights of the Program or the license marks beyond those rights granted for use as outlined in this Agreement, and (b) prohibits the grant of further sub-licenses of the Program.

1. In exchange for full payment of the \$4,995.00 single-license user fee, a one-year license is granted to Licensee for use of one (1) internet download of the *Let’s Talk About ACP™ Program* content and associated materials of the Program. Heart Tones™ does not have any responsibility to replace or restore your digital purchase in the event of loss or damage following a successful download of the Program to your designated computer. Due to the considerable time and effort used to create all aspects of the Program, Licensee shall not be entitled to a refund from Heart Tones™.
  - (a) Licensee shall cover the cost of Program licensing, training, and materials, such as Participant books, and other expenses associated with participation in the Program.
  - (b) Licensee shall make full payment by credit card, Zelle, ACH/direct deposit, business/banker’s check or as otherwise directed by Heart Tones™.
2. Up to two (2) qualified people from your church or organization will participate in a 60–90-minute training session by Heart Tones™ to become Certified Facilitators of the Program. Training must be completed and certification satisfied prior to gaining access to the digital download of the Program. Heart Tones™ retains all ownership and intellectual property rights to the Program and Program materials provided to Licensee through the Program, including all copyrights and any trademarks belonging to Heart Tones™ and/or the Program’s Team.
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4. Licensee agrees to not publicly or privately make any negative or critical comments about the Program, Program’s Owner, Program’s Team, or other Program participants or to communicate with any other individual, company or entity in a way that disparages or harms the reputation of Heart Tones™ or the Program in any way, including on social media, at any time. It is the responsibility of the Licensee to oversee and ensure its usage of the Program adheres to the terms of use in this Agreement. If at any time, Heart Tones™ believes Licensee’s use of the Licensed Marks in Licensee’s promotion adversely reflects upon the reputation of Heart Tones™ or the Licensed Marks or the Program, or that it causes any public confusion, Licensee shall, as reasonably required by and to the satisfaction of Heart Tones™, either remove, discontinue, or change any content to reflect favorably upon the reputation of Heart Tones™ and the Licensed Marks and the Program, and/or lessen the chance for confusion.



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6. Licensee acknowledges that the Program and its contests are confidential and proprietary information of Heart Tones™. Licensee agrees to keep the Program and any of its contents strictly confidential.
7. The Program may be displayed or used only in the form and in such manner specifically approved in writing by Heart Tones™ in advance.
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9. Except for the licenses expressly granted to Licensee in this Agreement, Licensee acknowledges that all right, title, and interest in and to the Program, as well as any modifications or improvements made thereto by Licensee, are owned by Licensor. If Licensee acquires any rights in the Program by operation of law or otherwise, Licensee hereby irrevocably assigns such rights to Heart Tones™ without further action by either party. Licensee agrees not to dispute or challenge or assist any person or entity in disputing or challenging Heart Tones™'s rights in and to the Program.
10. Licensee acknowledges that a breach by Licensee of this Agreement may cause Heart Tones™ irreparable damages, for which an award of damages would not be adequate compensation, and agrees that, in the event of such breach or threatened breach, Heart Tones™ will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which Heart Tones™ may be entitled at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
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Effective Dates: \_\_\_\_\_, 2021 to \_\_\_\_\_, 2022  
Month Day Month Day

**Church Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_



**Email Address:** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_

**Approved by:** (Signature) \_\_\_\_\_

**Authorized Signer's Name and Title:** \_\_\_\_\_

**License Owner/Heart Tones™:**

**Name:** Dr. Gloria Thomas Anderson

**Address:** 7151 O'Kelly Chapel Rd. #118

**City, State, Zip Code:** Cary, NC 27519

**Approved by:** (Signature) \_\_\_\_\_

**Name and Title:** Gloria Thomas Anderson, Founder and President Heart Tones™



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