

## **Legal Agreement between You and Worship of Heaven (Worship of Heaven's "Legal Framework")**

### **Motivation for this Agreement**

- 1) This Agreement establishes the terms and conditions for the use of the Songs in Worship of Heaven's Song Collection. Most of this Agreement is a response to the Copyright Law. The Copyright Law establishes that a Song's owners and license holders, by default, have "all rights reserved" for their creations. However, this is not the case for Songs which are part of Worship of Heaven's Song Collection (hereafter called the "Songs"). Although this Agreement does not change any law in any way, it does establish a standard level to which the legal rights which are afforded to the owners of the Songs and their license holders may be claimed by their respective owners and license holders. It establishes a degree of freedom-of-use of the Songs which is rarely seen in Music Industry contract agreements.

### **Definitions**

- 2) This document is a legal agreement, referred to herein as the "Agreement".
- 3) In this Agreement, the term "Worship of Heaven" (without quotes) refers to the combination of the following: the web site which is WorshipOfHeaven.com, all downloadables on the web site, all personnel and entities which are affiliated with the web site in terms of creating it or running it, including but not limited to the web site's Founder, its Administrator, and any employees, volunteers, consultants or counselors of the web site.
- 4) The following terms are interchangeable: "Worship of Heaven", "WorshipOfHeaven.com" and "the Site".
- 5) For simplicity's sake, the person being referenced in any paragraph herein will be spoken of using the male pronouns (he/him/his), but the meaning and intent refers equally to both male and female persons.
- 6) A "Song" is a musical/lyrical composition which is part of Worship of Heaven's Song Collection. It also includes all Artifacts (definition below) of the Song which have been uploaded to the Site and are associated with that Song.
- 7) An "Artifact" is any physical or electronic manifestation of a Song, including, but not limited to any type of recording, broadcast, live performance, written music, written lyrics or any other means by which the Song is conveyed to others.
- 8) "Downloadables" are the files which can be downloaded from the Site (such as audio files) and the external web links (such as online videos and audio files) which can be accessed through the site, along with their associated files. The Downloadables are all Artifacts.
- 9) An "Entity" is a person, or several people, or a company, or some type of an organization.
- 10) A "User" is any Person or Device which accesses the Site or accesses a Downloadable.
- 11) The "Song Collection" is Worship of Heaven's collection of original Christian Praise and Worship Songs. It consists of the sheet music (chord sheets or lead sheets) of the Songs which have been uploaded to the Site. A Song in the Song Collection may optionally have Audio or Video recordings (i.e. Artifacts) of the Song associated with its written music.

### **To Whom This Agreement Applies**

- 12) This Agreement is a legal agreement between each User and Worship of Heaven. Each User implicitly agrees to be bound by this Agreement. This Agreement is also legally binding upon the User's heirs and assigns who do or will own or steward any portion of the Downloadables.

### **Restrictions on the Usage of the Site**

- 13) Any User which does not agree to abide by this Agreement is expressly forbidden from any use whatsoever of the Site or its Downloadables.
- 14) Each User who uploads any material to the Site must create for himself a User ID which is identical to his email address. He also must submit his own full, legal name. Each User affirms that the name and email address he submitted is legitimate and not bogus.
- 15) In accordance with the Children's Online Privacy Protection Act of 1998 (COPPA), a person must be at least 13 years of age so as to create an Account on the Site. By creating an Account on the Site, you are certifying that you are at least 13 years of age. (For individuals under 13 years old, if written consent from the individual's

parent or legal guardian is given to the Administrator of Worship of Heaven, such person may then create an Account on the Site and use the Site.)

### **Classes of Users of Worship of Heaven**

- 16) For each Song in the Song Collection, there are three classes of Users:
- a) **Song Owner** - The User (or multiple Users) who owns the Copyright of the Song and all who legally represent him. By default, a Song's author is the Song Owner of the Song. The Song Owner can also designate other specific Entities as having the same special privileges for his own Song that he, himself has.
  - b) **Song Users** – The Users who use a Song which they do not own so as to create their own Artifacts, including but not limited to: Live Performances, Recordings, Broadcasts and derivative works. Also, all who legally represent them are in this class.
  - c) **End Users** – The Users whose involvement with a Song is that of consuming an existing Artifact of it and/or copying it, distributing it, and more. Their activities include listening to an audio recording, watching a video, giving away or selling an Artifact, and more. Song Owners and Song Users may also be End Users.

**Song Owners** – The By default, the Song Owner is the person or people who wrote the Song. The following apply to Song Owners.

- 17) **Using One's Own Song:** Song Owners may use their own Song in every way that they could use it had it not been submitted to Worship of Heaven, with one basic exception: they allow Song Users and End Users to freely use their Song in accordance with this Agreement. The Song Owner's own Artifacts (performances, recordings, broadcasts, etc.) of their own Song are completely unaffected by this Agreement, as if the Song had never been submitted to Worship of Heaven. (For details on how Song Users and End Users may use the Song, see the respective sections of this Agreement.)
- 18) **Allowing Others to Use One's Own Song:** Subject to the specifics of this Agreement, Song Owners grant to Song Users a non-exclusive, eternal, worldwide license to use any of their Songs in the Song Collection without any further licensing or permission being required. Song Owners also agree that no fees, royalties or other payment will be due to them from any Song User or from Worship of Heaven in exchange for their Songs being used in accordance with this Agreement. Song Owners therefore agree to:
- a) Offer to Song Users all of the rights granted to them in this Agreement (See sections "Song Users" and "End Users" for details.)
  - b) Not sign any agreement which would empower any other Entity to deny Song Users any of the rights granted to them in this Agreement. (See sections "Song Users" and "End Users" for details.)
- 19) **Uploading One's Own Song:** A Song may be uploaded only by that Song's legal Song Owner.
- a) The person uploading the Song agrees that the Song's Copyright is either owned:
    - i) By him, exclusively. (This default case requires no further paperwork.) - or -
    - ii) By one or more Entities, possibly including himself. In this case, he will need to provide a scanned document which is signed (by hand) by each Copyright Owner of the Song (or legal representative thereof), with a Statement saying that they each agree to submit the Song to Worship of Heaven and that they each agree that the Song will be made available for the use by Others in accordance with the then-current version of this Agreement. This scanned copy should then either be emailed to the Administrator of Worship of Heaven or uploaded to Worship of Heaven as a "Song file" of the "Other" type, which is associated with the Song to which it applies. If there are multiple Songs to which it applies, such a statement should be uploaded and associated with each of the Songs, one at a time.
  - b) The Song Owner agrees that he has full copyright ownership of the Artifacts associated with the Song, which are being uploaded, and that he grants Worship of Heaven and all Users full use of the Artifacts in accordance with the then-current version of this Agreement.
  - c) The Song Owner agrees that the Song is free of all legal encumbrances.
    - i) Therefore, if the Song Owner has agreed to (or in the future will agree to) any sort of agreement with any Entity other than Worship of Heaven, in regards to the ownership, control or use of the Song, the Song may not be uploaded to the Site, unless:
      - (1) The Song Owner provides an additional, separate, written statement which grants to Worship of Heaven permission to use the Song in accordance with this Agreement. This statement should

either be emailed to Worship of Heaven's Administrator or uploaded to the Site as a Song File of the "Other" type which is associated with the Song, and:

- (2) The Song Owner provides to Worship of Heaven a copy of the aforementioned agreement(s) which have been or will be signed with outside Entities.
  - ii) This also means that, in regards to the Song which has been or will be uploaded to the Site, the Song Owner may not be able to sign the standard, unmodified, Legal Contract for Music Industry Entities such as Publishers, Record Labels, Performing Rights Organizations (i.e. ASCAP, BMI, SESAC, etc.), Agents or any other Entity which would stand to gain any legal control over the Song.
  - iii) In the event that the Song Owner does submit a Song to Worship of Heaven for which any Entity can legally exercise control of the Song in a manner which would interfere with the Song's use, as afforded by this Agreement, and if such Entity files (or threatens to file) a lawsuit against Worship of Heaven or any of its Users for the alleged "infringement" of that Entity's rights in regards to the Song (or some law suit of related nature), then the Song Owner agrees to pay all legal fees of Worship of Heaven and its Song Users as they seek to defend themselves against the Entity which is accusing them in this matter. Song Owner also agrees to testify in a court of law and to sign an affidavit stating that Worship of Heaven and its Song Users are absolutely innocent of any form of infringement in regards to their use of the Song, as long as it has been used in accordance with this Agreement.
  - iv) Note that it is acceptable for the Song to be under the control of an outside Entity as long as that control does not interfere with the Song's use as afforded by this Agreement.
- 20) **Retracting One's Own Song:** A Song Owner may retract a Song from the Site for any reason or no reason subject to the following stipulations:
- a) After a Song has been retracted, the Song Owner agrees to allow continued use of their Song as follows:
    - i) Any User who had already started using the Song in any capacity afforded them by this Agreement at the time the Song was retracted may continue to use the Song in that same capacity and in any other capacity which was afforded them by this Agreement at the time the Song was retracted.
    - ii) The Song Owner must contact the Administrator of Worship of Heaven so as to have their Song retracted from the Site.
      - (1) When a Song Owner requests a Song to be retracted, he agrees to allow the Site to hold the Song in its Song Collection for an additional 30 days (called the "hold period" hereafter).
        - (a) The hold period will start on the day that all of the following have taken place:
          - (i) The Site Administrator receives the request for retraction from the Song Owner.
          - (ii) The Site Administrator contacts the Song Owner to ask for acknowledgement of his desire to retract the Song.
          - (iii) The Song Owner acknowledges that he did request that the Song be retracted.
        - (b) The official "retraction date" of the Song will be the day after the hold period has expired.
        - (c) During the hold period the Site Administrator may send notification to Users that the Song will be retracted from the Site's Song Collection on the specified date. During the hold period Users may use the Song per this Agreement and thereby be granted permission to continue to use it even after the retraction date.
        - (d) Once the hold period has expired, the Song Owner will reclaim full legal control of the Song, as if it had never been submitted to Worship of Heaven, except that Users who had already used it may continue to do so as specified earlier. Worship of Heaven will thereafter not provide a means for additional Users to access the Song.

**Song Users** – These are those who create Artifacts of a Song which they do not own. The following apply to Song Users:

- 21) **Using a Song from the Song Collection:** Song Users understand and agree that every Song in the Song Collection is legally owned by its Song Owner, and that they, the Song User, will not in any way, ever, own any portion of the Copyright of that Song, nor will they attempt to claim such. With that understanding, Song Users:
- a) May create any kind of Artifact of the Song via any method, including, but not limited to:
    - i) Performing the Song in any way, in any venue. .
    - ii) Recording the Song in any manner, onto any medium, and playing back the Song in any way.
    - iii) Broadcasting the Song in any way, via any medium and playing the Song back in any way.
  - b) May distribute their own Artifact(s) of the Song via any method or channel, including, but not limited to:

- i) Copying, storing, modifying, transmitting, sending, or in any way transferring the Artifact(s) to any Entity.
  - c) May charge or not charge for any use or transfer of their Artifact(s) of the Song, including, but not limited to:
    - i) Selling, leasing, renting or giving-away their Artifact(s).
  - d) May copy, store, modify, transmit, send, give away, sell, lease or in any way transfer any of the Downloadables from the Site which are associated with the Song, whether they were uploaded by the Song Owner or by a Song User.
  - e) May modify any aspect of the Song in any way, including but not limited to: adding, deleting or modifying lyrics or any aspect of the music, with the following understanding:
    - i) Song Users agree that the modified Song will still be owned exclusively by the original Song Owner. The Entity(ies) who made the modifications will have no ownership whatsoever in the “new version” of the Song, and they will not attempt to Copyright the modified Song.
    - ii) After modifying the Song, they are requested, but not required, to upload the modified version of the written Song back to Worship of Heaven, named by the original Song Name with its original Author Name and its original Copyright Date, so that other Song Users can then make use of the new version. They are requested, but not required, to add written comments to the newly-uploaded Song, stating that it is a modified version of the original Song. Additional written comments, such as an explanation of the modifications, are encouraged, but not mandatory.
    - iii) At the discretion of Worship of Heaven, the modified version of the Song may be discarded or re-categorized in the Song Collection.
  - f) May include the Song in any type of medley.
  - g) May create any kind of derivative works of the Song.
    - i) The Song User agrees that all derivative works of a Song which are a Song will be subject to this Agreement, just as the original Song was, and that those derivative works' copyrights will be owned exclusively by the Song Owner.
    - ii) If the derivative work adds substantial value beyond that of the Song and is itself not a Song (such as a motion picture), the derivative work may be copyrighted in the normal way, but the ownership of the copyright of the Song, itself, in the derivative work, will remain exclusively with the Song Owner.
  - h) Will specify in written form, along with their Artifact(s), that the Song has been copyrighted by its Song Owner, specifying the name of the Song Owner, the Song's Copyright Date, and specifying that the Artifact(s) may be used freely per the terms of WorshipOfHeaven.com's Legal Framework.
  - i) Agree to forfeit their own Performance Copyright ownership of the Artifact(s), both in America and in every country of the world which recognizes Performance Copyrights. Therefore, Song Users may not claim that there is a Performance Copyright (p) of the Song, nor may they claim any legal privileges which would otherwise accompany such a Copyright.
  - j) Agree that they will not attempt to control in any way the manner of use or location of use of their Artifact(s).
    - i) This means that they agree that they will not in any manner specify that the Artifact(s) may only be played in a certain type of venue, such as, but not limited to a private home setting. Nor will not claim, for example, that “Public performance of the Song requires written permission,” or anything even remotely attempting to control the “how, when or where” that their Artifact(s) may be used.
  - k) Agree that in the event the Song User is creating a compilation of Songs (called a “Work” hereafter) of other songs which did not come from WorshipOfHeaven.com (whether directly or indirectly), if the album cover, or the media, or any related documentation or online presence or other form of representation of the Work state that the material in the collection is “protected by copyright law and may not be copied”, or that its use is restricted, such as being restricted to “private use only”, the Song User agrees to also then make a written statement (to be located in the same general physical area of the original restrictions statement) which states that the specific Songs (name them) which were obtained from WorshipOfHeaven.com (either directly or indirectly) are not subject to the aforementioned restrictions statement. Alternatively, if the album, media and related documentation does not explicitly say that its materials are restricted under copyright law or are restricted as to how or where it can be used, then the Song Users does not need to add a specific statement which would mention that some Songs (the ones which came from Worship of Heaven, either directly or indirectly) may be used freely as per this Agreement.
- 22) **Extending Permissions to all Users:** Regardless of whether a Song User's Artifacts are uploaded to the Site, Song Users grant to Worship of Heaven and all Users a non-exclusive, eternal, worldwide license to use, in

accordance with this Agreement, any of that Song User's Artifacts of any Songs which are in the Song Collection without any further licensing or permission being required. Song Users also agree that no fees, charges, royalties or other payments will be due them from Worship of Heaven or from any User in exchange for any use of those Artifacts. Song Users therefore agree, that in regard to the use of their Artifacts, to:

- a) Offer to all Users all of the rights granted to them in this Agreement (See section "End Users".)
- b) Not sign any agreement whereby any other Entity would be empowered to deny any User any of the rights granted to them in this Agreement. (See section "End Users".)

**End Users** – These are those Users who use any of the Artifacts of a Song which is in the Song Collection, even if the associated Artifacts, themselves, have not been uploaded to the Site. End Users use these Artifacts as "consumers", for example: listening to an MP3 or watching a video of a performance. The following specifics apply to these End Users.

**23) Using Artifacts of a Song – End Users:**

- a) May distribute these Artifacts via any method or channel, including, but not limited to:
  - i) Copying, storing, modifying, transmitting, sending, or in any way transferring them to any Entity.
- b) May charge or not charge for any use or transfer of the Artifacts, but not limited to:
  - i) Selling, leasing, renting or giving them away.

**24) Important Clarification on use of Artifacts:**

- a) For Song Owners: the Song Owner's own Artifacts of his own Song are only redistributable per this Agreement if those Artifacts are actually online at the Site. This means that the Song Owner, specifically, may choose to not place an Artifact of his Song online on the Site and by doing such, that Artifact is not freely redistributable per this Agreement. In that scenario, the Song is therefore covered by standard Copyright Law of the country of the User. Because of this, Song Owners may reserve any Artifacts of their own Songs so as to (for example) sell them with full Copyright protection, as if the Song had never been submitted to Worship of Heaven, while simultaneously allowing other Artifacts of their Song – whether written music, other MP3's, etc – to be freely used on the Site by Song Users, by placing those other Artifacts online at the Site.
- b) For Song Users: the Song User's own Artifacts of a Song for which he is not the Song Owner are freely redistributable and usable per this agreement even if they have not explicitly been uploaded to the Site. The Song User may still sell his Artifacts, such as by selling a CD or DVD, or charging for concert tickets, but he agrees to allow End Users to freely use or redistribute any of his Artifacts of Songs which are in the Site's Song Collection, per the specifics of this Agreement, even if they have not been explicitly uploaded to the Site.

**All Users** – This includes all Users of the Site.

**25) Downloading Songs: Users:**

- a) May download and use any Song and all of the online Artifacts associated with it in accordance with this Agreement. Users agree to abide by the version of this Agreement which exists at the time of the downloaded. This Agreement applies to all of the Song's Downloadables, whether they were obtained directly from WorshipOfHeaven.com or indirectly from any other source.

**Changes to this Agreement**

- 26) The specific terms and conditions within this Agreement are subject to change without notice, and the most-recent version of the Agreement is the controlling document in all issues regarding the use of the downloadables. The most-recent version of this Agreement will always be found online, accessible at the Site.
- 27) Your use of the Site or its downloadables is in itself your consent to abide by the most-recent version of this Agreement as it appears in published form on the Site.
- 28) If you would like to be notified by Worship of Heaven when a new version of the Agreement is published, please request such via the "Contact Us" menu item on the Site. Otherwise, you agree that you will not be explicitly notified of new versions of the Agreement that have been published. Only Users which have explicitly registered their email addresses with the Site and have explicitly requested to be notified of new versions of the Agreement will be sent email confirmations of such. You agree that Worship of Heaven will not be held accountable in the event that you do not receive your email notification.

### **Copyright Infringement**

- 29) Please understand that Worship of Heaven will take any claims of Copyright Infringement very seriously so as to bring rectify any wrongdoing. However, this ministry can not act upon a mere claim of “Copyright Infringement” without checking-out and proving-out the facts in the case. For this reason, we ask for your cooperation in providing us with the following information, if you believe that Worship of Heaven has infringed either your Copyright or a Copyright for which you are the Legal Representative. If that be the case, then please provide us with the following information:
- a) A scanned physical signature of the person who is authorized to act on behalf of the Copyright Owner of the Song of interest.
  - b) The name of the Song of interest, along with its alleged Copyright Date, Copyright Owner, and if appropriate, its Publisher.
  - c) Your physical US mailing address (or if in another country, the equivalent), telephone number and email address.
  - d) A written statement by you that you are acting in “good faith” in your belief that Worship of Heaven’s use of the Song of interest has not been duly authorized by its true Copyright Owner.
  - e) A written statement by you, made under penalty of perjury in a US Court of law, that the information which you are submitting to Worship of Heaven in regards to the alleged Copyright Infringement from Worship of Heaven is accurate and that you are either the Copyright Owner or are a Legal Representative of the Copyright Owner.
- 30) Please initially contact us through the Site’s “Contact Us” link. Please include your phone contact information and your US mailing address so that we can call you and/or write you so as to provide to you our current contact information.
- 31) You should understand that in accordance with 17 U.S.C., section 512(f), any misrepresentation of material fact (i.e. falsities) in a written statement from complainants will automatically subject such complainants to liabilities for any and all damages, costs, and attorneys fees incurred by Worship of Heaven in connection with the written notification and allegation of Copyright Infringement by such complainants.
- 32) In addition to the Federal-level ruling (above), the State of Texas (the state for which all disputes regarding Worship of Heaven’s transactions will be judged), provides for complete recompense of all expenses to the wrongly-alleged party for any allegation of wrongdoing which is deemed by the State Court to be “frivolous” in nature.

### **Legal Enforceability and More**

- 33) Worship of Heaven does not certify that this Agreement is enforceable in whole or in part by a court of law in the United States or elsewhere. All Users of the Site agree that Worship of Heaven will not be held responsible for legally enforcing this Agreement.
- 34) You agree that in the event that any entity sues or threatens suit against Worship of Heaven on account of your participation or involvement in Worship of Heaven or its activities, you agree to indemnify Worship of Heaven from such legal proceedings.
- 35) In the event of Force Majeure, or of Worship of Heaven’s “closing” its operations for any or no reason, each Song in the Song Collection:
- a) Will be released from the boundaries of this Agreement for any new use of that Song from any Entity which had not yet used that Song in any capacity before the date of closing.
  - b) Will continue to be usable in any form which was allowable per the last revision of this Agreement for those Persons or Entities which had used that Song in any capacity before the date of closing.
- 36) If any Court of Law finds some provision of this Agreement to be unenforceable, that provision will be severed from this Agreement, but every other provision will continue to stand as being fully enforceable.
- 37) Any legal proceedings against or from Worship of Heaven will be settled by arbitration or mediation which will take place within 30 miles of Austin, Texas. The prevailing party’s reasonable legal fees will be paid in their entirety by the non-prevailing party.
- 38) In the event that any Entity claims that their legal rights have been transgressed by Worship of Heaven, such person agrees to send a written statement detailing the situation to the Administrator of Worship of Heaven and to provide 30 days for Worship of Heaven to remedy the alleged infraction before such person takes any further legal action.

- 39) THE SITE AND ALL DOWNLOADABLES ON THE SITE ARE PRESENTED AS-IS. Worship of Heaven specifically disclaims ALL warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement of any law or right of any Entity with respect to any aspect of the Songs.
- 40) IN NO EVENT will Worship of Heaven be liable for damages, including any loss of profits, data or other incidental or consequential damages arising out of your use or inability of use of any of the downloadables, even if Worship of Heaven has been specifically advised of the possibility of such damages.