

# END USER LICENSE AGREEMENT (TERMS OF USE)

## SUMMARY

This End-User License Agreement (EULA) is a legal agreement between you (either an individual or a legal entity) and the BSSA (Bible Society of South Africa) with respect to your use of the BibleSA platform (BibleSA Application and/or BibleSA website), which includes, but is not limited to, computer software and may include associated media, third-party Intellectual Property, printed materials, and electronic documentation.

This license is for a single user and is not transferable. Every user is required to have its own account.

Mobile Application: You can install the application and access your account on your chosen Electronic Devices (Devices) only.

Website Access: On the [www.biblesa.co.za](http://www.biblesa.co.za) website you access the BibleSA platform.

By installing, logging on to, downloading, copying, and/or otherwise using the BibleSA platform, you agree to be bound by the terms of this End User License Agreement.

## 1. Definitions

- i 'account': a combination of an e-mail address and password used to log into the BibleSA platform in principle, or a similar Bible Society of South Africa (BSSA) approved log-in method, which is registered in the name of one person;
- ii 'account-bound content': content that, by means of the dedicated functionality on the BibleSA platform, is added to the BibleSA platform by a user, and possibly eventually adapted, and linked to an account;
- iii 'account holder': the natural person in whose name an account for the BibleSA platform is registered;
- iv 'BSSA': the Bible Society of South Africa (134 Edward Street, Bellville, 7530);
- v 'business account': an account created/set up by BSSA within the framework of a contract between BSSA and a certain organisation, that is identified by BSSA as a business account;
- vi 'content': texts, images and other material on the BibleSA platform;
- vii 'BibleSA platform': BibleSA Mobile Application and the BibleSa website;
- viii 'user': the natural person or juristic person using the BibleSA platform;
- ix 'website': the internet site [www.biblesa.co.za](http://www.biblesa.co.za) of BSSA;

Wherever these Terms of Use refer to 'non-commercial purposes', the following is meant (except for paragraph 5 or where otherwise indicated):

- x use in church bulletins, liturgies, catechesis, etc.;
- xi non-commercial use (in print or on digiboards) at schools;
- xii non-commercial use: used in church environment (church services, local church bulletins, Bible study manuals, dataprojector presentations during church services, etc.) and in material distributed free of charge;
- xiii own use: user's personal use, or use in smaller circles, such as family circles, youth group meeting, etc.

Wherever the Terms of Use refer to 'commercial purpose', it is understood to mean:

- xiv use in products that are commercially sold by the user or a third party on behalf of the user (both in print and digital);
- xv in advertising displays;
- xvi commercial use: used in any works and/or publications (books, magazines, newspapers, etc.) that are sold for any fare, fee, rate, charge or other consideration;
- xvii every single use apart from the non-commercial use described above.

## 2. APPLICATION OF EULA

These conditions are applicable to each instance of use of the BibleSA platform by the user. By using the BibleSA platform, in any manner whatsoever, the user irrevocably accepts to be bound by these Terms of Use. BSSA reserves the right to alter these Terms of Use at its own discretion. The amended Terms of Use take effect as soon as it is published on the BibleSA platform. The user's continued use of the BibleSA platform will confirm its unconditional acceptance of the amended Terms of Use.

## 3. ACCOUNT, E-MAIL ADDRESS AND PRIVACY

- i To obtain access to some of the content and functionalities on the BibleSA platform, the user must register a BibleSA platform account. BSSA determines who may register an account as well as any registration procedure.
- ii BSSA reserves the right to limit the simultaneous use of one account on several devices.
- iii BSSA reserves the right to limit access offered by one account.
- iv To successfully create and register an account, an operational e-mail address will be required. The account holder must ensure that such e-mail address is always linked to the account for contact purposes. In the event that an e-mail address, linked to an account, is no longer in use, the account holder must supply an alternative operational e-mail address where the account holder can be reached. BSSA reserves the right to cancel or remove an account in the event that no operational e-mail address is linked.
- v The BSSA's privacy policy is located at:
- vi [https://www.biblesociety.co.za/images/stories/documents/BSSA\\_Privacy\\_Policy.pdf](https://www.biblesociety.co.za/images/stories/documents/BSSA_Privacy_Policy.pdf)

## 4. LICENCING

- i BSSA provides the user with a non-exclusive, non-transferable license to use the BibleSA platform on the conditions set out in these Terms of Use.
- ii the user acknowledges that all Intellectual Property rights regarding the content of this BibleSA platform remain with the BSSA and its Licensors of third-party Intellectual Property. No stipulation in this EULA may be interpreted as a transfer of rights in whatever way or to whatever extent.
- iii The BibleSA platform, and its content, is protected by copyright laws and international treaty provisions. Any act of copyright infringement by an individual or entity may be met with formal action.
- iv Unless expressly stated otherwise, all material, including but not limited to Bible Texts, which has been made available for use within the BibleSA platform, is also protected under copyright laws and international treaty provisions. All rights in these materials are reserved by the respective third party copyright holders and are licensed to the BSSA solely for use in the BibleSA platform.

- v The user is strictly forbidden to transfer or to sub-licence the licence for the use of this BibleSA platform.
- vi The user is strictly forbidden from copying or disseminating, either in print or digital form, more than one Biblical chapter of any Bible text at any time, subject to the copyright policy pertaining to any Bible text. All enquiries in this regard may be directed to [copyright@biblesociety.co.za](mailto:copyright@biblesociety.co.za).

## 5. TERMS/CONDITIONS REGARDING USE OF BSSA BIBLE TEXT

Ground rules for use of Bible text:

- i Use of BSSA copyright protected Bible texts will be subject to the terms of the BSSA's formal Copyright Policy, which is located at:
- ii [https://www.biblesociety.co.za/images/stories/documents/BSSA\\_Privacy\\_Policy.pdf](https://www.biblesociety.co.za/images/stories/documents/BSSA_Privacy_Policy.pdf).
- iii Use of all other Bible texts will be subject to the copyright holder's own terms.
- iv For more information on the use of Bible texts, be it print or digital applications, please contact the BSSA's legal practitioner and copyright officer at [copyright@biblesociety.co.za](mailto:copyright@biblesociety.co.za).

## 6. SOURCE - AND COPYRIGHT REFERENCE

- i You may distribute portions of the content, for your personal and non-commercial use only, up to a maximum of:
  - 50 (fifty) verses of non-BSSA Bible text per instance as fair use
  - a resolution not greater than 1080p for video files.
- ii Content shared in this manner must be presented with a website link back to the BibleSA platform on the Mobile Application Store or website where the BibleSA platform was originally accessed and/or obtained.
- iii You may print for your personal for non-commercial scripture engagement use only, a small section of the Content up to a maximum of 10 copies of a single page of Content that is not Bible text.
- iv You may NOT reproduce and/or distribute or sell copies of the Content, as the only legal distribution method is using the Application Store and/or website where the Content was originally accessed and/or downloaded.
- v You may NOT reproduce and/or distribute any Content from the BibleSA platform to any person or entity for your or their potential and/or actual financial or material benefit. Users are not permitted to remove and/or hide the copyright notices associated with the content on the BibleSA platform. Any and all digital projection, reproduction and/or other personal use of the content of the BibleSA platform must display the accompanying copyright acknowledgements.
- vi Whenever Bible text is re-used, a source- and copyright reference needs to be provided, as outlined in the BSSA's copyright policy.
- vii No permission is granted to allow users to edit, manipulate, adapt, change and/or translate the content of the BibleSA platform except where a user received written permission from the BSSA to do so.
- viii Whenever other content from the BibleSA platform is used, the following source- and copyright reference must be rendered:

*Source: BibleSA – Brought to you by the Bible Society of South Africa. [www.biblesa.co.za](http://www.biblesa.co.za).*

## 7. ACCOUNT-BOUND CONTENT AND SETTINGS

- i BSSA may offer functionalities on its BibleSA platform that are linked to an account, with which a user can add or edit content and/or influence the content.
- ii The account holder is responsible for the account bound content that is linked to his/her account.
- iii The user acknowledges that account bound content and settings will also be accessible by anyone using the same account, and that these could be adapted and/or removed when used by others.
- iv The user acknowledges that the access to account bound content and settings depends on being logged in, and possibly on a specific type of account, and that it is possible that without a login or following a change to the type of account, some of the account bound content and/or settings may no longer be accessible (anymore).
- v The user agrees to use functions that work with account-bound content in a appropriate manner (with regards to language and copyright, and in other relevant respects). BSSA reserves the right to remove or block account-bound content when, in the BSSA's discretion, this content is used inappropriately or in an inappropriate manner.
- vi BSSA has the right to adapt the BibleSA platform in such a way that specific account-bound content and/or settings will no longer be accessible.

## 8. AUDIO BIBLES AND AUDIO FILES

- i Users are able to stream the Bible audio files and/or other audio files available on the BibleSA platform in the format provided and where access to audio is permitted.
- ii The Bible audio and/or other audio files may not be
  - a. shared to any party via any media in any format,
  - b. streamed on any platform that is not the BibleSA platform,
  - c. Downloaded, reproduced or distributed in any manner, and/or
  - d. stored on an external device without a user first obtaining written permission from the BSSA to do so.
- iii Any unauthorised use of Bible audio files and/or other audio files available on the BibleSA platform will be deemed an act of copyright infringement and may result in prosecution.

## 9. INTELLECTUAL PROPERTY RIGHTS

- i Despite the licencing disclosed in these Terms of Use, the user acknowledges that all intellectual property rights regarding the content of the BibleSA platform, remain with BSSA and with any other third parties. No stipulation in these Terms of Use may be interpreted as containing a transfer of rights in whatever way or to whatever extent.
- ii The user acknowledges that third parties (i.e. parties other than BSSA) may hold rights to content on the BibleSA platform. The user is responsible for obtaining approval from these third parties directly if/when approval is needed for duplication and/or publication of the content from the BibleSA platform. The user agrees to provide the BSSA with evidence of it having received permission from third parties towards the duplication and/or publication of content from the BibleSA platform.

## 10. WARRANTY, LIABILITY AND INDEMNIFICATION

- i BSSA and its relevant contractual associates are, to the maximum extent permitted under applicable laws not liable for possible damage that can arise from abuse of login details by third parties.
- ii BSSA and its relevant contractual associates are not liable for any damage, be it material or immaterial damage (such as property damage and financial loss), that can arise from infringement of (intellectual property) rights of third parties by the duplication and/or publication of the content from the BibleSA platform by the user, including, but not exclusive of, copyright and image rights.
- iii BSSA and its relevant contractual associates are not liable for any damage, be it material or immaterial damage (such as property damage and financial loss), that can arise from damaging of computer systems due to the use of the BibleSA platform and/or its Content.
- iv BSSA and its relevant contractual associates offer no warranty that the BibleSA platform and its contents will at all times be accessible, and are not liable for possible damage that is related to the inaccessibility of the BibleSA platform and/or content of the BibleSA platform at any stage.
- v The user guarantees that the personal details given during registrations are correct and complete and indemnifies BSSA and its relevant contractual associates against any damage, be it material or immaterial damage (such as property damage and financial loss), that may arise from the inaccuracy or incompleteness of data.

## 11. AMENDMENT AND TERMINATION

- i BSSA is at all times entitled to terminate or remove an account, and to stop the account holder and the user(s) from accessing the BibleSA platform.
- ii BSSA is at all times entitled to terminate or limit access to parts of the BibleSA platform.
- iii BSSA is at all times entitled to make changes to the BibleSA platform and/or choose not to offer the BibleSA platform any longer.
- iv BSSA is at all times able to change the terms of the Terms of Use. Changes to the Terms of Use will be communicated to the user via said user's registered email account and/or via the BibleSA platform.

## 12. APPLICABLE LAW AND DISPUTES

These terms of use are governed and construed by the laws of the Republic of South Africa and the user hereby submits to the exclusive jurisdiction of the High Court of South Africa, Western Cape Division to hear any dispute arising therefrom which the user and BSSA are unable to settle amicably.

## 13. REFUND POLICY

Refunds may be processed at the request of the End User by lodging a request via [biblesa@biblesociety.co.za](mailto:biblesa@biblesociety.co.za) within fourteen (14) days of the date of activation of any Premium Level access code if:

1. the work does not perform as described, or
2. the access code is defective;

Should an End User experience any difficulties in accessing the premium level content, the End User must report this difficulty to the BSSA via [biblesa@biblesociety.co.za](mailto:biblesa@biblesociety.co.za). The BSSA will investigate the End User's difficulty and seek to identify the cause, and how to remedy it. The BSSA may then elect to re-issue the End User with a suitable Premium Level replacement code.

## 14. GENERAL

If any provision of these Terms of Use shall for any reason whatsoever be deemed null and void, invalid or otherwise inapplicable, it will by no means affect the applicability or validity of the remaining provisions of these Terms of Use. BSSA will decide on a new provision, as close as possible to the old provision on the content and scope, without being void, invalid, or otherwise non applicable.

Terms of Use [www.biblesa.co.za](http://www.biblesa.co.za)

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