

IMPORTANT – PLEASE READ CAREFULLY

## **Terms & Conditions**

Welcome to this website which is owned and operated by Tyndale House Publishers (“This website,” “we,” and “us”). These Terms & Conditions (also referred to below as the “Agreement”) constitute an agreement between you and Tyndale House Publishers, and its affiliated and subsidiary companies, which governs the use of this website and any web page which is a part of this website, your registration with this website, and your purchase, receipt, and/or licensing of any material, product or service through this website or through telephone orders or mail orders through our catalogs or otherwise (collectively, “Tyndale Services”).

**THESE TERMS & CONDITIONS ARE AN ENFORCEABLE CONTRACT BETWEEN US WHICH AFFECTS OUR RESPECTIVE LEGAL RIGHTS AND INCLUDES A MANDATORY INDIVIDUAL ARBITRATION REQUIREMENT AND DISCLAIMERS AND LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE SET FORTH BELOW.**

**NOTHING IN THESE TERMS IS INTENDED TO AFFECT YOUR RIGHTS UNDER THE LAW IN YOUR USUAL PLACE OF RESIDENCE. IF THERE IS A CONFLICT BETWEEN THOSE RIGHTS AND THESE TERMS, YOUR RIGHTS UNDER APPLICABLE LOCAL LAW WILL PREVAIL.**

We recommend you print out a copy of these Terms & Conditions for your records. Upon request by you or Tyndale House Publishers, we each agree to sign and provide to each other a signed copy of these Terms & Conditions.

### **1. ACCEPTANCE OF THE TERMS AND CONDITIONS**

As noted above, by using this website, purchasing, receiving, and/or licensing any materials, products or services through this website, registering with this website, or using any particular

Tyndale Service, you agree to be bound fully by the provisions below, without change, as are published at such time. You agree to use this website solely in accordance and compliance with the terms of this Agreement. By continuing to access and use the Tyndale services, you agree that such use is legally sufficient consideration under these Terms & Conditions.

IF YOU DO NOT AGREE TO THE TERMS & CONDITIONS OF THIS AGREEMENT, DO NOT USE THIS WEBSITE, VISIT ANY PAGE WHICH IS A PART OF THIS WEBSITE, REGISTER WITH THIS WEBSITE, OR RECEIVE, PURCHASE, OR LICENSE ANY PRODUCT OR SERVICE THROUGH THIS WEBSITE.

## **2. MODIFICATIONS TO THIS AGREEMENT**

These Terms & Conditions and apply to all use of the Tyndale Services occurring on or after the last updated date above. We reserve the right, in our sole discretion, to change these Terms & Conditions at any time by posting a change notice or new agreement on this website, but such changes shall not apply retroactively.

## **3. DISPUTES – THE REQUIREMENT TO ARBITRATE**

At Tyndale House Publishers, we work hard to make things right with our customers. On occasion, a third party may be necessary to help us resolve our disputes, and this Agreement limits us to arbitration (or small claims court, if a claim qualifies) in the following instances.

**\*\*YOU AND TYNDALE HOUSE PUBLISHERS AGREE THAT ALL DISPUTES AND CLAIMS BETWEEN US ARISING FROM OR RELATING IN ANY WAY WITH THE PERFORMANCE OF THESE TERMS & CONDITIONS, YOUR USE OF THIS WEBSITE, ANY MATERIALS, PRODUCTS OR SERVICES SOLD, PROVIDED OR LICENSED THROUGH THIS WEBSITE, OR THE ACTIONS OF TYNDALE HOUSE PUBLISHERS OR ITS AGENTS THAT WE CANNOT RESOLVE INFORMALLY SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT AS PROVIDED BELOW.**

YOU AND TYNDALE HOUSE PUBLISHERS FURTHER AGREE TO WAIVE ANY AND ALL RIGHTS TO PARTICIPATE IN ANY WAY IN A CLASS ACTION/CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHERWISE TO MAKE OR PROCEED WITH ANY CLAIM ON A COLLECTIVE OR CONSOLIDATED BASIS. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND TYNDALE HOUSE PUBLISHERS AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL. \*\*

This arbitration agreement applies to all agents, attorneys, contractors, subcontractors, service providers, employees, and all others acting for, on behalf of, or under the direction of Tyndale House Publishers, including all affiliated companies (including, but not limited to, parents, subsidiaries, and sibling corporations). This Agreement is binding on you and Tyndale House Publishers, as well as our respective heirs, successors, and assigns.

You and Tyndale House Publishers agree that any claim between us involves commerce under, and is governed exclusively by, the Federal Arbitration Act (“FAA”) and federal law, and not by any state or local laws, or the laws of other countries, concerning or purporting to place limits on the availability or scope of arbitration or in any way imposing requirements beyond or inconsistent with those set forth in the FAA. This Agreement, however, does not prevent you from bringing any issues to the attention of federal, state, or local agencies.

### **Arbitration Scope, Rules, and Requirements**

There is no judge or jury in arbitration, and discovery and court review of an arbitration award are limited. However, an arbitrator under this Agreement can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow these Terms & Conditions as a court would.

The arbitration or small claims court action shall occur in the United States in the county or parish in which you reside or at such other location in the United States which may be agreed upon by you and Tyndale House Publishers. You may also choose to have any arbitration, whether commenced by you or us, conducted by telephone or based on written submissions only.

The arbitrator has the authority to and shall resolve all claims and issues arising between us, including, but not limited to, international, federal, state, and local statutory, regulatory, constitutional, and common law claims.

This arbitration requirement covers, but is not limited to, any and all claims arising from or related in any way to your use of this website, your registration with this website, your purchase of or attempt to purchase products through this website, and your communications with Tyndale House Publishers.

**The arbitrator also has the sole authority to and shall address all claims or arguments concerning the formation, legality, and enforceability of this arbitration clause, the scope of this clause, and the arbitrability of any claim or issue arising between us.**

Any arbitration will be held before a single neutral arbitrator and will be governed by the Consumer Arbitration Rules and the Consumer Due Process Protocol (collectively, "AAA Rules") of the American Arbitration Association ("AAA") as currently in effect, and as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at <https://www.adr.org/consumer>, by calling the AAA at 800-778-7879, or by writing to the Notice Address. To the extent that there is a conflict between this clause and the AAA Rules, the arbitrator shall resolve such conflicts so as to preserve the parties' mutual obligation to arbitrate claims on an individual basis.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the AAA and to: Customer Service, Tyndale House Publishers, 351 Executive Drive, Carol Stream, IL 60188. The AAA's contact information is available online, and you may also send a copy to the AAA online at <https://www.adr.org>.

If you initiate an arbitration, you may be responsible for the filing fee, but Tyndale House Publishers may choose to reimburse you as it determines in its discretion. If we cannot agree on how such payment of filing fees should be allocated between you and us, the arbitrator will decide how such

fees should be paid and by whom. Each party shall be responsible for their own attorneys' fees except as provided by applicable law or the AAA Rules.

We are committed to providing for dispute resolution at a reasonable cost to consumers consistent with the AAA Rules, and any matters related to such cost, if not agreed to by you and Tyndale House Publishers, will be decided by the arbitrator.

#### **4. PRIVACY AND SECURITY**

Please read our [Privacy Policy](#) which is incorporated into these Terms & Conditions and governs your use of this website. By visiting this website, registering with this website, or purchasing or licensing products or services through this website, you agree with and consent to our **Privacy Policy**, including the information collection, analysis, and usage practices it describes. To the extent there is a conflict between the **Privacy Policy** and these Terms & Conditions, these Terms & Conditions will control to the fullest extent permitted by law.

#### **5. PRODUCT DESCRIPTIONS**

We work hard to be as accurate as possible. The materials, products and services provided or offered for sale or license through the use of this website contain descriptions that are provided by our suppliers, vendors, and licensors. We do not warrant or represent that such descriptions are complete and accurate. Errors will be corrected when discovered and we reserve the right to revoke any stated offer and to correct any error, inaccuracy, or omission (including after an order has been submitted by you or an order confirmation has been sent by us). If a product offered by us is not as described, your sole remedy is to return it to us in unused condition. We also reserve the right to limit the order quantity on any item.

#### **6. ADDITIONAL TERMS**

Certain specific features, functions, and sections of this website and the receipt, purchase and license of products and services through the use of this website may be subject to additional posted terms, including codes of conduct, governing the use of such features, functions, and sections, and the

purchase of such products and services (“Supplemental Terms”). If any Supplemental Terms apply to a particular Tyndale Service, such as contests, which shall have their own specific [contest rules](#), they will be disclosed in connection with that Tyndale Services and shall be in addition to these Terms & Conditions. These Supplemental Terms as exist at the time of your use, registration, receipt or purchase are expressly incorporated in this Agreement. To the extent there is a conflict between Supplemental Terms and these Terms & Conditions, these Terms & Conditions will control to the fullest extent permitted by law.

**Additional Policies:**

Our Payment Options are available [here](#)

Our Shipping Options are available [here](#)

Our Returns and Refunds Policy is available [here](#)

Our Download Policy is available [here](#)

Our Frequently Asked Questions (FAQ) feature is available [here](#)

Our Standard Contest Rules are available [here](#)

**7. PROPER USAGE**

You agree to use this website, and to purchase and/or request materials, products and services through the use of this website, only for your own personal, non-commercial use unless you are in an express business relationship with Tyndale House Publishers. You agree not to use this website (a) in an unlawful manner or in any manner that creates civil or criminal liability on the part of Tyndale House Publishers or is otherwise harmful to Tyndale House Publishers; (b) in any manner that could damage, disable, overburden, impair, impede, disrupt, or alter this website; and (c) in any manner that would interfere, impair, impede, or disrupt the use of this website by any third party. You agree not to post on or transmit through this website or to submit to this website for inclusion, use or distribution on this website or for any other purposes any material that is unlawful; libelous; constitutes an invasion of privacy; harmful; threatening; abusive; harassing; defamatory; vulgar; obscene; sexually explicit; profane; hateful; racially, ethnically, or otherwise objectionable in any manner; constitutes a breach of your contractual and/or fiduciary obligations; infringes on any third-party patent, trademark, trade name, corporate name, trade secret, copyright or other proprietary or property rights; or, contains viruses, Trojan horses, worms or other code, scripts, routines, files or programs designed to alter, interrupt, impede, limit or destroy the performance and/or functioning

of any software, hardware, or other equipment. This website reserves the right in its sole discretion to prohibit any conduct, communications, content, or use of this website, and to remove any content or communications, which in its sole discretion it finds objectionable or unacceptable in any manner.

## **8. INTELLECTUAL PROPERTY RIGHTS**

A. Hendricksonpublishers.com and the Hendricksonpublishers.com logos are trademarks or registered trademarks owned by Tyndale House Publishers or its affiliated companies. Other trademarks, registered trademarks, trade names, product names, corporate names, graphics and logos used on this website are owned by their respective owners. All rights in and to such trademarks, registered trademarks, trade names, product names, corporate names, graphics and logos are reserved to their respective owners. No license or permission is given to you to use such trademarks, registered trademarks, trade names, product names, corporate names, graphics or logos in any manner, which must be obtained by separate written license or agreement from Tyndale.

B. The copyright in this website, the content of this website, and software utilized in this website are owned by Tyndale House Publishers and its suppliers and licensors. All rights in and to such copyrights are reserved to their respective owners. No license or permission is given to you to use such copyrighted material in any manner, which must be obtained by separate written license or agreement from Tyndale.

C. You may not remove, modify, or alter in any manner any notice regarding copyright, trademark, proprietary rights, warranty information, disclaimers, or warnings which are included in or on this website or any service or product offered for use or sale through this website.

**D. THE USE OF THIS WEBSITE, THE CONTENT OF THIS WEBSITE, THE SOFTWARE UTILIZED BY THIS WEBSITE, AND ANY MATERIAL, SERVICE OR PRODUCT OFFERED FOR SALE, DISTRIBUTION OR LICENSE THROUGH THIS WEBSITE, EXCEPT AS EXPRESSLY PERMITTED, IS STRICTLY PROHIBITED AND SHALL CONSTITUTE AN INFRINGEMENT ON THE INTELLECTUAL PROPERTY RIGHTS AND OTHER RIGHTS OF TYNDALE HOUSE PUBLISHERS AND ITS LICENSORS OR**

SUPPLIERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

## **9. CONTENT SUBMITTED BY YOU**

You agree that all logos, graphics, artwork, text, and other content submitted by you for inclusion, use or distribution on this website or for any other purposes shall be in accordance with and in compliance with the Proper Usage requirements contained in Section 7 of this Agreement. By submitting such content to this website, you warrant, represent, and agree that (a) you have the authority to grant the rights to such content which are being granted hereunder; (b) you own and/or control all rights in and to such content; (c) such content does not contain any material that is unlawful; libelous; constitutes an invasion of privacy; harmful; threatening; abusive; harassing; defamatory; vulgar; obscene; sexually explicit; profane; hateful; racially, ethnically, or otherwise objectionable in any manner; constitutes a breach of your contractual and/or fiduciary obligations; infringes on any third-party patent, trademark, trade name, corporate name, trade secret, copyright or other proprietary or property rights; or, contains viruses, Trojan horses, worms or other code, scripts, routines, files or programs designed to alter, interrupt, impede, limit or destroy the performance and/or functioning of any software, hardware, or other equipment; and (d) such content is in compliance with the Proper Usage requirements contained in Section 7 of this Agreement. You will be solely responsible and liable for any claims, costs, and damages arising from any infringement of copyright, trademark, patent or other proprietary rights and any other claims, costs, and damages arising from this website's inclusion, use or distribution of all content submitted by you. This website neither assumes, has, or will have any responsibility or liability for any claims, costs, and damages arising from any infringement of copyright, trademark, patent or other proprietary rights any other claims, costs, and damages arising from this website's inclusion, use or distribution of all content submitted by you. You hereby grant to this website, and its affiliated, subsidiary and related companies, a royalty-free, perpetual, irrevocable, unlimited, worldwide right and license to use, reproduce, publish, translate, sublicense, copy, and distribute all such content submitted by you, in whole or in part, and/or to incorporate such content in other works in any form, media, or technology now known or hereafter developed, including on third-party sites and platforms such as Facebook and YouTube, without further notice to you or attribution, and without

the requirement of permission from or payment to you or any other person, for the full term of any copyright that may exist in such content.

## **10. CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT**

This website recognizes and respects the importance of intellectual property rights and endeavors to take all steps to protect the intellectual property rights of others. If you believe that this website, the content of this website, software utilized on this website, or any service or product available for use or sale through this website constitutes an infringement of your copyright, trademark, patent or other proprietary or contractual rights, please advise this website immediately by sending written notice specifying all elements of your claim of infringement to:

### **Tyndale House Publishers, Inc.**

351 Executive Drive

Carol Stream, IL

60188 Phone (855)

277 9400

Fax(866) 622 9474

Email: [csresponse@tyndale.com](mailto:csresponse@tyndale.com)

We will respond to claims of copyright infringement committed using the Tyndale Services that are reported to us at the contact identified above in accordance with the U.S. Digital Millennium Copyright Act of 1998 (“DMCA”) or, as applicable, other laws. With respect to Tyndale Services hosted in the United States, these notices must include the required information set forth in the DMCA, including under 17 U.S.C. § 512(c)(3)(A), or as otherwise may be required by DMCA.

If we remove or disable access in response to such a notice, we will make a good faith attempt to contact the provider of the allegedly infringing content so that they may make a counter notification pursuant to the DMCA. It is our policy to accommodate and not interfere with standard technical measures used by copyright owners to identify or protect their copyrighted works that we determine are reasonable under the circumstances. To notify the provider of the allegedly infringing material to which we have removed or disabled access, we may forward a copy of your infringement notice, including your name and email address to the provider of the allegedly infringing material.

We may terminate users who, in our sole discretion, are deemed to be repeat infringers. Knowingly misrepresenting in a notification that material is infringing can subject you to damages, including costs and attorneys' fees, incurred by us or the alleged infringer. If you receive an infringement notification from us, you may file a counter notification with us pursuant to the DMCA, which must comply with the requirements of the DMCA.

Upon receipt of valid counter notification, we will promptly provide the person who provided the original infringement notification with a copy of your counter notification and inform that person that we will replace the removed material or cease disabling access to it in ten (10) business days. Further, we will replace the removed material and cease disabling access to it not less than ten (10), nor more than fourteen (14), business days following receipt of your counter notice, unless we first receive notice from the person who submitted the original infringement notification that such person has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the Tyndale Services.

#### **11. DISCLAIMER OF WARRANTIES AND CERTAIN DAMAGES**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS WEBSITE, THE CONTENT OF THIS WEBSITE, THE SOFTWARE UTILIZED BY THIS WEBSITE, AND ALL MATERIALS, PRODUCTS AND SERVICES OFFERED FOR SALE, DISTRIBUTION OR LICENSE THROUGH THIS WEBSITE ARE PROVIDED ON AN "AS IS" BASIS AND THIS WEBSITE MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THIS WEBSITE, THE CONTENT OF THIS WEBSITE, THE SOFTWARE UTILIZED BY THIS WEBSITE, OR THE MATERIALS, PRODUCTS AND SERVICES OFFERED FOR SALE, DISTRIBUTION OR LICENSE THROUGH THIS WEBSITE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS WEBSITE ALSO DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE USE OF THIS WEBSITE, REGISTRATION WITH THIS WEBSITE, AND THE RECEIPT, PURCHASE OR LICENSING OF MATERIALS, PRODUCTS AND SERVICES VIA THIS WEBSITE,

INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS WEBSITE MAKES NO WARRANTY OR REPRESENTATION, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE TRUTH, ACCURACY, COMPLETENESS, RELIABILITY, OR CURRENCY OF ANY INFORMATION CONTAINED ON THIS WEBSITE, OR IN THE CONTENT OF THIS WEBSITE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS WEBSITE MAKES NO WARRANTY OR REPRESENTATION, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, THAT THE OPERATION OF THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THIS WEBSITE IS FREE OF VIRUSES, TROJAN HORSES, WORMS OR OTHER CODE, SCRIPTS, ROUTINES, FILES OR PROGRAMS DESIGNED TO ALTER, INTERRUPT, IMPEDE, LIMIT OR DESTROY THE PERFORMANCE AND/OR FUNCTIONING OF ANY SOFTWARE, HARDWARE, OR OTHER EQUIPMENT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS WEBSITE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR DAMAGE TO ANCILLARY OR ATTACHED EQUIPMENT OR COMPONENTS THEREOF OR FOR LOSS OR NON-RECOVERABILITY OF ANY DATA OR STORED INFORMATION RELATING TO YOUR USE OF THIS WEBSITE, THE SOFTWARE UTILIZED BY THIS WEBSITE, OR ANY MATERIAL, PRODUCT OR SERVICE RECEIVED, PURCHASED OR LICENSED THROUGH THIS WEBSITE PROVIDED THAT THE FOREGOING LIMITATION ON INCIDENTAL OR CONSEQUENTIAL DAMAGES DOES NOT APPLY TO INDIVIDUALS WHO BUY, LEASE, BORROW OR BAIL PROPERTY OR SERVICES PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS WEBSITE'S LIABILITY FOR ANY ALLEGEDLY DEFECTIVE PRODUCT PURCHASED OR

LICENSED THROUGH THIS WEBSITE SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OR LICENSE FEE PAID.

THIS WEBSITE NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR THIS WEBSITE ANY OTHER LIABILITIES OR OBLIGATIONS.

THESE LIMITATIONS APPLY TO RESIDENTS OF THE STATE OF NEW JERSEY, AMONG OTHERS. SOME STATES DO NOT ALLOW FOR EXCLUSION OR LIMITATIONS OF IMPLIED WARRANTIES OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND OTHER LIMITATIONS ON DAMAGES AND SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THESE DISCLAIMERS AND LIMITATIONS DO NOT PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER THE LAW IN YOUR USUAL PLACE OF RESIDENCE.

## **12. INDEMNIFICATION**

YOU AGREE TO, AND HEREBY DO, INDEMNIFY AND HOLD THIS WEBSITE HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, TO ANY THIRD PARTY ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THIS WEBSITE, THE CONTENT OF THIS WEBSITE, THE SOFTWARE UTILIZED BY THIS WEBSITE, OR ANY MATERIAL, PRODUCT OR SERVICE RECEIVED, PURCHASED OR LICENSED THROUGH THIS WEBSITE PROVIDED THAT THE FOREGOING INDEMNIFICATION OBLIGATION DOES NOT APPLY TO INDIVIDUALS WHO BUY, LEASE, BORROW OR BAIL PROPERTY OR SERVICES PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO, AND HEREBY DO, INDEMNIFY AND HOLD THIS WEBSITE HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES,

INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, ARISING FROM YOUR BREACH OF OR DEFAULT UNDER THE WITHIN AGREEMENT, OR ARISING FROM YOUR OWN NEGLIGENT OR WRONGFUL CONDUCT.

### **13. APPLICABLE LAW, JURISDICTION AND VENUE**

This website is created, controlled, owned and operated by Tyndale House Publishers in the State of Illinois. Except with regard to arbitration and provisions regarding dispute resolution (Paragraph 3, above), which are governed by the Federal Arbitration Act, the laws of the State of Illinois shall govern and control the interpretation and enforcement of this Agreement.

If for any reason a claim or dispute proceeds in court of general jurisdiction rather than in arbitration or small claims court are required by Section 3, above, as the result of a decision of an arbitrator or a court order by a court of competent jurisdiction, you and Tyndale House Publishers each hereby consent to the exclusive personal jurisdiction and subject matter jurisdiction of any of the courts in the State of Illinois, whether federal or state, for any purpose or matter pertaining directly or indirectly to these Terms & Conditions, arising from or in connection with the performance of these Terms & Conditions, arising from or in connection with your use of this website, arising from or in connection with your receipt, purchase or licensing of services, materials and products through this website, or arising from or in connection with the actions of Tyndale House Publishers or its agents and you and Tyndale House Publishers each agree that any such action or proceeding shall be commenced and maintained only in a court, whether federal or state, in the State of Illinois. This provision shall not be construed as a waiver by either party of any provision of Section 3, above, and the parties reaffirm their understanding that Section 3 limits dispute resolution to individual arbitration and individual small claims court pursuant to and in accordance with the requirements of Section 3.

### **14. THIRD-PARTY CONTENT, LINKS, PRODUCTS AND SERVICES**

You understand and acknowledge that this website and certain content available via the use of this website may include materials from third parties, including users, and that this website may provide links to certain third-party web- sites. You acknowledge and agree that this website is not

responsible for examining or evaluating the content or accuracy of any such third-party material or websites. This website does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or programs of third parties. Links to other websites are provided solely as a convenience to you. Certain products and services available for purchase and use through the use of this website are subject to separate license, terms of use and other agreements. You agree that your use or purchase of such products and services shall be and is subject to the terms and conditions of such license, terms of use or other agreement and that you shall comply with the terms and conditions of such license, terms of use, or other agreement.

## **15. COMPLIANCE WITH U.S. EXPORT LAWS**

You agree to comply with the provisions of all applicable U.S. customs and other laws relating to the export and re-export of certain technology and other information and materials and not to sell, export, distribute, or transfer in any manner, electronically or otherwise, any products or materials received or purchased through the use of this website or any content or other materials contained on this website or employed by this website.

## **16. RISK OF LOSS**

The risk of loss for and title to all products purchased by you through the use of this website passes to you upon our delivery to the carrier.

## **17. PRICING**

A. The "Retail Price" listed for products and services offered for sale through the use of this website represents the full retail price listed on the product, the retail price suggested by this website's suppliers, vendors, or licensors, or the retail price as estimated in accordance with standard practice. Such "Retail Price" is a comparative estimate only and may not represent the prevailing retail price in every geographical location at a particular moment.

B. The purchase price for products and services offered for sale through the use of this website may increase or decrease between the time an item is placed in your shopping cart and the time the purchase of such item is actually made by completion of the check-out process. You will be responsible for the payment of the purchase price in effect at the time the purchase of an item is actually made by completion of the checkout process.

C. The purchase price for products and services offered for sale through the use of this website may be incorrectly stated on the website. In the event the purchase price for an item is incorrectly stated, this website may, in its sole discretion, (i) contact you for instructions before shipping the item and charging you for such item; (ii) cancel the order and notify you of the cancellation; or (iii) ship the item to you at the lower of the incorrectly stated price or the actual purchase price. This Pricing Policy only applies to products and services sold and shipped directly by this website. Products and services sold by third parties through the use of this website are subject to the pricing policies of such third parties.

D. Certain eCommerce Sites create or advertise promo codes, discounts, coupon codes, and offers that provide a benefit to you when entered upon checkout. These cannot be applied to prior or completed transactions, but must be provided at the time of purchase. Generally, promo codes and discounts cannot be combined with other offers or used with subscription orders. Only consumers can use promo codes; they cannot be used by resellers, wholesalers, practitioners, or the like. You may have no right to discounts, coupons, or offers that are expired or discontinued even if they remain visible on an eCommerce Sites.

## **18. SALES TAX INFORMATION**

Goods and services sold by this website that are shipped to locations in the United States, and its territories, may be subject to sales tax.

When you confirm your order during the “Check Out” process, this website will provide you with the tax based on your location (zip code). In the unlikely event you are charged a sales tax which you believe is more than what you owe, you may contact us up to one year from the date of purchase to request a refund of tax overcharges. This right to a refund is your exclusive remedy for sales tax

errors.

## **19. AGE OF USER**

If you are under the age of eighteen (18) years, you may use this website and receive, purchase or license materials, products and services through the use of this website only with the involvement and under the supervision of a parent or legal guardian. This website is not designed or intended for persons under the age of thirteen (13).

## **20. TERMINATION OF USAGE**

This website shall have the right at any time, with or without cause, and with or without notice to you to (i) cancel any order; (ii) terminate or suspend your right to use or access this website; or (iii) terminate or suspend your right to receive or purchase any material, product or service through the use of this website.

## **21. YOUR ACCOUNT**

To purchase products or services through the use of this website, you must either establish an account with this website or purchase such products or services as a guest. You are solely responsible for (i) maintaining the security and confidentiality of your account and your account password; (ii) restricting access to your computer and your account; and (iii) keeping your email address listed on your account current. We may reject, and you may not use, a user ID (or e-mail address) for any reason in our sole discretion. For example, we may reject a user ID (or e-mail address) (i) that is already being used by someone else; (ii) that may be construed as impersonating another person; (iii) that belongs to another person; (iv) that violates the intellectual property or other rights of any person; or (v) that is offensive. You are solely responsible and liable for all activities, including, without limitation, all purchases of products and services through the use of this website that occur under your account or your account password. You acknowledge and agree that This website may access, preserve, and disclose your account information, all content submitted by you, all communications to and from you, all information relating to your use of this website, and all information relating to the use of this website under your account or account password if this

website is required to do so by law or legal process or if this website determines, in its sole discretion, that such action is necessary to protect the rights of Tyndale House Publishers, third parties, and other users of this website or for purposes of responding to your request for customer service.

## **22. ELECTRONIC COMMUNICATIONS**

You consent to receive electronic communications from Tyndale House Publishers either in the form of email sent to you at the email address listed on your account or by communications posted on this website. You acknowledge and agree that any electronic communication in the form of such email or posting on this website shall satisfy any legal requirement that such communication be in writing. By providing us with your contact information and/or creating an account, you are agreeing that we or our agents may contact you at the provided contact information in a manner consistent with our Privacy Policy.

## **23. NOTICES**

All notices to you will be sent by email to the email address listed on your account or by first class mail, postage prepaid, to you at the mailing address listed on your account. All notices to this website shall be sent by email to [csresponse@tyndale.com](mailto:csresponse@tyndale.com) or by first class mail, postage prepaid, to:

Tyndale House Publishers  
351 Executive Drive, Carol Stream, IL 60188

## **24. RIGHT TO CONSULT AN ATTORNEY**

You understand that you have the absolute right to consult an attorney concerning any aspect of this Agreement, and that, by acknowledging your acceptance of these Terms & Conditions, you represent to Tyndale House Publishers that you understand the requirements of this Agreement and agree to be bound by them.

## **25. MISCELLANEOUS PROVISIONS**

All terms, covenants, and conditions contained herein are severable and in the event any of them shall be held to be invalid, this Agreement shall be interpreted as if such invalid term, covenant, or condition were not contained herein. Headings used in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement. Any failure by Tyndale House Publishers to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of Tyndale House Publishers to enforce the provision at any subsequent time. All orders are subject to acceptance at our headquarters in Illinois.

## **26. PRODUCT REVIEWS APPROVAL AND COMMUNITY GUIDELINES**

The purpose of having a guidelines document is to create a standardized way to review customer feedback for recently purchased product.

By submitting a product review, the reviewer is confirming personal use of the product, personally writing the review content and the accuracy of the review written. We reserve the right to refuse or remove any review that we, in our sole discretion, deem to violate these Terms & Conditions. Specifically, reviews are subject to the requirements of Section 9 of these Terms & Conditions, and by submitting such content you warrant that it will not infringe on the rights of any third party, and that you will be solely responsible for any claims arising from your failure to adhere to these Terms & Conditions. Tyndale will not publish reviews that include the following:

1. Reviews submitted in a language other than languages supported by our website (currently English and Spanish).
2. Reviews that include a customer's personal information, including their contact information or order number. The only identifying information allowed in a public review is the First Name.
3. Any profanity, illegal activities, sexual content or harassment; this includes but is not limited to obscenities, threats, violence, fraud, abuse, libel, defamation, hate speech or inflammatory content.
4. Reviews submitted by the impersonation of another person or organization.

5. Multiple negative reviews from the same customer for the same product.
6. Reviews unrelated to the product and its content – shipping or ordering issues, returns, etc.
7. Reviews that we determine should not be published for any other reason determined in our discretion, to the extent consistent with applicable law.

Content that is not approved for publication may result in one or several of the following:

1. The review will not be published on the website.
2. Limit the customer's ability to post reviews in the future.
3. Suspend or terminate their account.

If a product is reviewed but not published and requires customer service, a team member will contact the Customer Service department so that they can reach out to them and find a solution to the issue if needed.

Usage of Review Content:

Reviews submitted on Tyndale.com, Navpress.com or HendricksonPublishers.com have the right to be used in whole or in part, with or without non-personally identifiable name provided during review submission, on these websites, as well as in branded or affiliated partner marketing materials, such as email or social media accounts.