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North American Division Corporation of Seventh-day Adventists®

Attention: Webmaster, NAD/IT Services

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Terms of Use

Agreement

Signing below to these Terms of Use with the North American Division of Seventh-day Adventists (“NAD”) on behalf of the Adventist Church Treasury Solutions team (“ACTS”) creates an Agreement between you (as an authorized user on behalf of your Organization) (“User”) and the NAD.

The Services

ACTS is a sub-department of NAD Treasury that works in concert with programmers to design, develop, implement, and support various treasury software for the Seventh-day Adventist Church. ACTS team-supported software is only made available to officially-recognized SDA entities in NAD territory. For the purpose of this agreement, officially-recognized SDA entities shall be defined as those organizations listed in the current SDA Yearbook. The following ACTS team-supported software packages (“the Software”) are made available to eligible entities based on the type of organization and its operational needs:

1. Adventist Accounting Software International (AASI.net) – Full service, web-based, non-profit, fund accounting software
2. Adventist Personnel System (APS.net) – Full service, web-based, payroll/personnel management software
3. Church Treasury System (CTS) – Full service, web-based, local church treasury software
4. School Treasury System (STS) – Full service, web-based, local school treasury software
5. IssueTrack (IT) – Web-based, software development request-tracking software (this software is only used if sites are also using one of the other ACTS team-supported software packages)

The NAD is responsible for the hardware, operating systems, and databases used to host the Software.

User Obligations

User agrees that:

1. The Organization is solely responsible for the hardware and network connectivity required to connect to and utilize the Software
2. User may not utilize the Software in connection with or in furtherance of any activity that violates applicable law or that violates the intellectual property rights of any third party
3. User may not resell the Software
4. User will not tamper with or try to modify the Software
5. Ownership of the Software belongs to the NAD
6. The Organization is the owner of the data that the User inputs in the Software. No one other than the Organization and NAD and its programmers have the right to access Organization data without written permission from the Organization.
7. User and those granted express written permission by user are expected to access users' data via the Software and will not have access to the hardware, operating systems, or databases used to host the Software

8. User will notify NAD of any changes User becomes aware of in User's jurisdiction concerning legal requirements pertaining to Software

Confidentiality: In connection with the Services, both Parties will each have access to confidential or proprietary information of the other party that is subject to reasonable limitations and restrictions that are intended to maintain the secrecy and confidentiality of such information (as applicable, "Confidential Information") For purposes of this Agreement, Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature whether or not reduced to writing: processes, operating procedures, "know-how" (whether or not patentable and whether or not copyrightable), trade secret, software, technology, personnel, client names and other information related to clients, and financial information.

Neither Party will, without the prior written consent of the other party, use or disclose to any person any Confidential Information of the other party disclosed or made available to it, except for use of such Confidential Information as required in connection with the performance of its obligations or use of the Services hereunder or as required by law.

Indemnification: The parties covenant and agree to indemnify and hold each other harmless from any and all claims, demands, liabilities, actions, fees, costs, or expenses of any kind relating to, arising from or out of, or incidental to any negligent or intentional actions arising from or as a result of their respective performance of this Agreement. This indemnity is irrevocable and severable from this Agreement and shall survive the termination of this Agreement.

Choice of Law: The laws of the state of Maryland will govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

Waiver: Waiver by one party of breach of any provision of this Agreement by the other will not operate or be construed as a continuing waiver.

Modification or Amendment: No amendment, change, or modification of this Agreement will be valid unless in writing, signed by both parties.

Unenforceability of Provisions: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement will still remain in full force and effect.

Term and Termination: The User may use the Software as long as the User complies with the Terms of Use. If the User violates the Terms of Use, NAD reserves the right to terminate the User's access to the Software.

Intellectual Property: Each party retains ownership and control of its own intellectual property.

Alternative Dispute Resolution: Any controversies arising out of the Terms of Use or its interpretation will be submitted for resolution to the General Conference of Seventh-day Adventists.

User agrees to the above-mentioned Terms of Use