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This is a website of LifeWay Christian Resources or you may have been directed here by one of our Apps. We respect your privacy. We do this by carefully protecting information that you provide to us. Please be aware that we appreciate the trust that you place in us by providing information on this website, and our commitment to you is to use this information with both care and sensitivity. The following discloses what information our websites and Apps (hereinafter “website” or “site”) collect and what we do with it.

Website privacy

When you connect to this website, we are able to recognize the internet (IP) address of the computer providing you with internet access. Our use of this IP address may be to help diagnose problems with our server or otherwise administer our website. This IP address may also be used to gather broad demographic information. Your IP address is never associated with you as an individual and never provided to another company or organization.

Other websites

This website may contain links to other internet sites that are not operated or controlled by LifeWay Christian Resources. We cannot be responsible for the privacy practices or the content of sites that do not belong to LifeWay Christian Resources. We encourage you to read the Privacy Policy of every website you visit.

Use and disclosure of information

We do not collect your name or email address, unless you provide it on a registration form, order form, survey form, or send us an email. Our site’s forms may ask or require you to give us contact information (such as your email address), financial information (such as your account or credit card numbers), and demographic information (such as your ZIP code or age). We use this information to provide information, products, or services that you request. For example, financial information is used to bill you for products and services that you order. Any information collected is primarily for internal LifeWay.com use and is not made available to any outside group or organization except other agencies associated with the Southern Baptist Convention or companies working with LifeWay.com for designated purposes.

You have the option to provide personally identifiable and demographic information (such as name, age, gender, ZIP code, church name, denomination, ministry involvement, job position, etc). We encourage you to submit this information so that we can better understand who our users are.



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Privacy Policy continued ...

If you provide personally identifiable information to this site, we may combine such information with other actively collected information unless we specify otherwise at the point of collection.

We also may disclose personally identifiable information you provide via this site to third parties that are not LifeWay Christian Resources affiliates, but only:

- to contractors we use to support our business (such as research vendor and technical support), in which case we will require such third parties to agree to treat it in accordance with this Privacy Policy and use it for the same purposes;
- to respond to law enforcement requests or where required by applicable laws, court orders, or government regulations.

The collection, use, and disclosure of information contemplated in this Privacy Policy may involve a transfer of the information to jurisdictions located outside your country of residence that may not have equivalent laws and rules regarding personally identifiable information. By giving this information, you are giving your consent for such transfers and disclosures in accordance with this Privacy Policy.

Online Tracking

Our website does not currently respond to web browser “Do Not Track” signals or other similar mechanisms. Also, as described in the “Use and disclosure of information” section above, we may use third-party vendors or software which could track your activities across third-party web sites or online services to help us enhance your experience on our site.

Children’s privacy

LifeWay Christian Resources takes children’s privacy seriously and maintains compliance with the rules defined by the Children’s Online Privacy Protection Act (COPPA). We do not seek to collect individually identifiable information for children under 13 years of age.

If LifeWay Christian Resources learns that a child under the age of 13 has submitted personally identifiable information online, in contravention of these measures, LifeWay Christian Resources will take all reasonable measures to delete such information from its databases and to not use such information for any purpose (except where necessary to protect the safety of the child or others as required by law).

Access, correction, and update

To keep personally identifiable information that you provide via this site accurate, current, and complete, please update your information on file with LifeWay Christian Resources by filling out the appropriate forms on the website with your new contact and personally identifiable information.

Data security

We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it, from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. You should keep in mind that no internet transmission is ever completely secure or



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Privacy Policy continued ...

error-free. In particular, email sent to or from this site may not be secure. Therefore, while we strive to use commercially acceptable means to protect your information, we cannot guarantee its absolute security. If you have any questions about security on our website, you can contact us.

Spam

This is an opt-in email program. You will only receive emails from LifeWay Christian Resources based on the information you supply us. If you no longer want to receive these email communications, you must change your communication preference when you next update your profile.

Surveys

When you pre-qualify for a survey, LifeWay Christian Resources may, from time to time, invite you to participate in online surveys. The information requested in these surveys may include, but is not limited to, your opinions, beliefs, insights, ideas, activities, experience, purchase history, and purchase intent regarding products, events, and services. The information collected by these surveys is used to research market trends, church trends, ministry growth, congregation, and community needs. Your inputs will impact LifeWay Christian Resources' published research, help us to improve customer experience, shape new product development, equip church ministry effectiveness, and enhance individuals' spiritual growth and experience.

Cookies

A cookie is a small text file that is stored on a user's computer for record-keeping purposes. We use cookies on this site. We do link the information we store in cookies to any personally identifiable information you submit while on our site.

We use persistent cookies. A persistent cookie remains on your hard drive for an extended period of time. You can remove persistent cookies by following directions provided in your internet browser's "help" file. More information about cookie technology can be found on the Microsoft® website at: www.microsoft.com/info/cookies.msp.

If you reject cookies, you may still use our site, but your ability to use some areas of our site may be limited. As some of our promotions or surveys may be targeted towards responses to a particular marketing program, if the persistent cookie for that program is not present due to visitor deletion, you may not be invited to participate in the corresponding survey or promotion.

Non-electronic communications

In addition, we occasionally may employ other companies to perform fulfillment mailings on our behalf. They may have access to the personal information needed to fulfill their functions, but may not use it for any other purposes.

Data security

This site has security measures (including online and off-line physical, electronic and managerial safeguards) in place to protect against the loss, misuse, and alteration of the information under our control. As with any transmission over



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Privacy Policy continued ...

the internet, however, there is always some element of risk involved in sending personal information online. Your email address, password, and cookie will be required to redeem Rewards, update your personal information (name, email address, etc.), and update your Member profile data. Remember to keep your password private and secure. You should not share this information with anyone. If you have any questions about the security at our website, you can contact us.

Our opt-out policy

If you no longer wish to participate in our surveys and email newsletters, please be sure to scroll down to the bottom of the email you receive and click on the opt-out link provided, which will remove your record from our database. You will then receive no further marketing communications from us. If you do not opt out using the link at the bottom of our first email you receive (or any emails thereafter), you will continue to receive surveys and email newsletters until you choose to click on the opt-out link that will be provided in each email you receive from us.

Changes in the privacy promise

We reserve the right to modify and update this Privacy Policy at any time by posting an amended version of the statement on the LifeWay Christian Resources website. Please refer to this policy regularly. If at any time we decide to use personally identifiable information in a manner different from that stated at the time it was collected, we will notify you either on the panel home page of our website or via email.

How to contact us

LifeWay Christian Resources is firmly committed to protecting your privacy. Because protecting your privacy is important to us, you may always submit concerns regarding our Privacy Policy on the contact us page. LifeWay Christian Resources will attempt to respond to all reasonable concerns and inquiries expeditiously.

Mailing address

LifeWay Christian Resources
Attention: Privacy Policy
One LifeWay Plaza
Nashville, TN 37234-0140, USA



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Basic overview

LifeWay Christian Resources would love for you to use **smallgroup.com**. The principles in our Terms of Service are intended to help govern your conduct as a participant in the LifeWay.com Community and help protect LifeWay Christian Resources as a ministry and business. The site is monitored by LifeWay.com staff members to help ensure everyone is abiding by the Terms of Service. These guidelines were created for the purpose of keeping the **smallgroup.com** community healthy and strong.

We hope you enjoy your experience on **smallgroup.com**. If you have any questions, concerns, or feedback, please feel free to contact us. We look forward to hearing from you.

As an entity of the Southern Baptist Convention, LifeWay Christian Resources adheres to The Baptist Faith and Message. Opinions posted by community members do not necessarily reflect the beliefs or doctrinal positions of LifeWay Christian Resources.

And now for the legal version.

THE FOLLOWING GENERAL AGREEMENT IS A LEGAL AGREEMENT AMONG YOU AND LIFEWAY.COM. PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS USE OF THE SERVICE CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE, DO NOT REGISTER.

This Agreement constitutes a legally binding agreement between LifeWay Christian Resources, (hereinafter referred to as “**smallgroup.com**”), and the subscriber to **smallgroup.com** (hereinafter referred to as “User”) who agree as follows:

1. Purpose of Site

smallgroup.com is an internet-based software application to provide users with helpful resources for ministry. **smallgroup.com** helps user create custom Bible studies fast. It allows users to organize and track all of their created studies in one central location.

smallgroup.com services (hereafter referred to as “Services”) include, but are not limited to: maintaining a library of resources, the storage of User’s Data, and sending approved correspondence to Users or third parties. **smallgroup.com** may provide any other services, as necessary, to achieve the purpose of the **smallgroup.com** services.



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Terms of Service continued ...

2. Security and Integrity of User's Data

smallgroup.com attempts to ensure the integrity and security of User's Data, including the use of automated daily system backups, secure servers, and restricted access to back office systems. However, such procedures cannot guarantee complete security and integrity of Data. Therefore, **smallgroup.com** makes no guarantee and assumes no liability for the security of any Data on any server including "secure servers." **smallgroup.com** shall not be liable for the loss or modification of any User content due to any breach of security. **smallgroup.com's** backup systems are reserved for **smallgroup.com's** use and are not available to User for the purposes of requesting Data when such missing or defective Data are the results of circumstances not related to **smallgroup.com's** system failures or breach of security.

3. Standard Term/Length of Agreement

The Term/Length of this Agreement shall begin on the Effective Date and shall not end. Terms of any written Agreement between **smallgroup.com** and User shall override any inconsistencies or contradictory terms of this Agreement. For purposes of this Agreement, the "Effective Date" shall be the date on which **smallgroup.com** delivers notification of Service activation to User. Without expanding the obligations or responsibilities of **smallgroup.com** under paragraph 10.a., 2, or under other provisions of this agreement or otherwise making **smallgroup.com** responsible for User's data, it is the intention of **smallgroup.com** to store the data of User.

4. Limitations on User

User agrees to be bound by, and agrees that the Service is subject to, the following limitations:

User shall not post, submit, email, include, or modify content, or internet links to such content, on or to **smallgroup.com** that contain, promote, or involve any of the following:

- any infringement or misappropriation of any copyright, trademark, patent, trade secret or other intellectual property right, or any violation of the rights of any third party, including without limitation privacy rights and proprietary rights;
- content that User does not have a right to transmit under any law or under contractual or fiduciary relationship (such as proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- profanity, obscenity, nudity or pornography;
- content that exploits or harms in any way children under 18 years of age;
- hate propaganda;
- unlawful, libelous, defamatory, scandalous or inflammatory content;
- racist, threatening, or otherwise abusive content;
- any content that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.
- mail fraud, multi-level marketing (pyramid) schemes or any other fraudulent activities;



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Terms of Service continued ...

- content promoted through the sending of unsolicited email (also known as spamming);
- warez, cracks, hacks, spam software, and their associated utilities;
- information or other content that contains a virus, worm, time bomb, corrupted data or file, or any other software or program that may damage the operation of the LifeWay.com server or another computer;
- requests for information from visitors that would constitute a violation of any applicable federal, state, or local statute, regulation or ordinance, including without limitation, the Children's Online Privacy Protection Act of 1998.
- storage of log files or content on the Site.
- User agrees not to use the Service to:
 - impersonate or otherwise misrepresent User's affiliation with any other person or entity;
 - falsify or delete any attributions, legends, or other proprietary designations of origin or source of anything contained in the Data that is stored on the LifeWay.com server;
 - conduct, display, or forward contests or chain letters;
 - interfere with or disrupt the Service or servers of networks connected to the Service;
 - attempt to gain unauthorized access to the Service, or computer systems or networks connected to the Service, through password mining or any other means;
 - stalk or harass another individual; or
 - violate any applicable local, state, federal or international law or regulation.
- User agrees that **smallgroup.com** is not responsible for User's Data stored on **smallgroup.com** and acknowledges that **smallgroup.com** does not endorse or verify any such content.
- User agrees to assume full responsibility for all content associated with User's Data that is not provided by the Service and acknowledges that User may be held legally responsible for such content.
- A confidential user name and password will be assigned for the User or by the User that will be required for establishing and maintaining the Service. User agrees to protect this information in confidence. User agrees to sign out and close the internet browser window following Service setup and all edits. User agrees to promptly notify **smallgroup.com** of any loss or theft of User's password or any unauthorized access to the Service.
- **smallgroup.com** does not endorse any Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and **smallgroup.com** expressly disclaims any and all liability in connection with Content. **smallgroup.com** does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and **smallgroup.com** will remove any Content if properly notified that such Content infringes on another's intellectual property rights. **smallgroup.com** reserves the right to remove uploaded Content without prior notice.
- User agrees to the guidelines and expectations for participating in the LifeWay community through Ratings and Reviews of products.



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Terms of Service continued ...

- Please be respectful in your comments and reviews. Positive and negative reviews will certainly be allowed, but please remain respectful of others who leave comments. Refrain from any name calling or inflammatory language.
- Vulgar language and inappropriate material will not be allowed and will be removed. Attempts to circumvent word censoring – abbreviations or other means—also violate this guideline. We want to maintain a family-friendly atmosphere throughout all of **smallgroup.com**.
- Advertisements are not allowed. Generally, posts made specifically to promote a website, product, or service will not be allowed.
- You are not allowed to post an affiliate URL that leads to you earning cash, banner impressions, credits, points, and so on.
- Do not post personal, real-life information. Home addresses, phone numbers, and other personal information are not permitted in posts.
- Non-product related comments are prohibited. Comments should relate specifically to the product being reviewed. Simply offer your opinion and experience with the product.
- Posts that discuss illegal activities, transactions, or websites will not be allowed.
- Do not post copyrighted materials (articles, videos, audio, etc.) that you do not have permission to use.

5. Notice to officials

If **smallgroup.com** determines that law enforcement officials should be notified regarding potentially illegal content edited or added to the Service by the User, User agrees that **smallgroup.com** may provide copies of User's content to the appropriate officials without notice to User. **smallgroup.com** will cooperate with all law enforcement efforts to disclose the identity of or locate persons who have posted content that is illegal or promotes illegal conduct.

6. Policies and guidelines

User agrees to abide by all requirements, procedures, regulations, policies, or guidelines, together with any amendments thereto, set out, from time to time, by **smallgroup.com** anywhere in this Agreement. We may change the terms of this Agreement from time to time. By continuing to use **smallgroup.com** after we post any such changes, you accept the Agreement, as modified.

7. Amendments

User agrees to be bound by any amendments to this Agreement that are set out, from time to time, by **smallgroup.com** anywhere in this Agreement.

8. Ownership

smallgroup.com and its associated logos, products, and services are the property of LifeWay Christian Resources. User agrees not to display or use in any manner these marks without our prior written permission. Any third-party trademarks appearing in connection with the Service is the property of such third party owner. User may not use any content, images, or other items from this Service, except as contemplated in these Terms of Service, without the written permission of **smallgroup.com** or LifeWay Christian Resources.



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Terms of Service continued ...

9. License grant

smallgroup.com grants User a non-transferable, nonexclusive, worldwide right and license to use, execute, and display the Service as anticipated by, and described in, these Terms of Service. No other use of the Service is allowed. User shall not (nor allow any third party to):

- copy or modify the content available on this site,
- reverse engineer the basic designs, of any part of the Service, or
- sell, assign, sublicense, grant a security interest in or transfer in any way any right to the Service. Failure to follow any of the rules of this Agreement will result in a termination of this Agreement.

10. No representations or warranties

The Service is offered on an “as is” basis without any representations or warranties of any kind either expressed or implied. For greater certainty and without limitation to the generality of the foregoing:

- **smallgroup.com** makes no representations, warranties or guarantees of any kind whether written or verbal regarding the reliability of the Services offered;
- **smallgroup.com** is not responsible for any deletion, alteration, or loss of data due to network or system outages, file corruption, accidental deletion, or any other reasons;
- **smallgroup.com** makes no representations, warranties, or guarantees with regards to server reliability, speed or consistency;
- **smallgroup.com** makes no representations, warranties or guarantees as to the accurateness or correctness of any content hosted or provided through the Service and is not responsible for any errors or omissions arising from the use of such information;
- If **smallgroup.com** allows links to, or included on, its web resources, information provided by third-party partners and providers, **smallgroup.com** does not guarantee or warrant the reliability of this information nor does **smallgroup.com** recommend any of these services.

11. Limitation of liability of smallgroup.com

- **smallgroup.com** is not responsible for any failures, delays, or interruptions in the delivery of any data, content or services contained on the LifeWay.com server; or losses or damages arising from the use of the content or Services provided by LifeWay.com.
- **smallgroup.com**'s liability to User for actual damages for any cause whatsoever, related to content or Services regardless of the form of action, will be limited to a maximum of the fees paid by User to **smallgroup.com**, if any, for the prior billing period exclusively for such services.
- In no event will **smallgroup.com** or its officers, trustees, affiliates, agents, or licensors (collectively, the “related parties”) be liable for any indirect, incidental, consequential, special, or punitive damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses or damages to your computer hardware, data, information, content, or business, arising out of or in any way connected with:



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Terms of Service continued ...

- The Service;
 - Users' use or inability to use the service
 - Users reliance on any content provided through the service
 - Any goods or services advertise in any way in connection with the services or products provided by lifeway through the **smallgroup.com** website, whether in an action under contract, tort, negligence, strict liability, or any other theory, even if **smallgroup.com** or any of its related parties has been advised of the possibility of such damages.
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- Because some states/jurisdictions may not allow the exclusion or limitation or liability for consequential or incidental damages, the above limitation may not apply to User.
 - Smallgroup.com and its Related Parties shall in no way be liable to User or anyone else for any loss or injury resulting from use of the Service
 - In no event shall **smallgroup.com** be liable for any damages, whatsoever, as a result of notifying any official of potentially illegal content in a Data, providing copies of User's Data to the appropriate officials or cooperating with law enforcement efforts to identify or locate persons who have posted content that is illegal or promotes illegal conduct.
 - In no event shall **smallgroup.com** be liable for any damages, whatsoever, as a result of the termination of this Agreement for any reason.

12. Order Acceptance and Billing

All billing information provided must be truthful and accurate. Providing any untruthful or inaccurate information constitutes a breach of this Agreement and may result in order cancellation. Prior to accepting an order we may also request additional information from you. We reserve the right to refuse or cancel an order for any reason including limitations on quantities available for purchase, inaccuracies, or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge. LifeWay may request a pre-authorization for some orders placed online with a credit or debit card. This pre-authorization will not be billed to you; however, your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held. We do this to ensure that the card details are still valid and that you have sufficient funds to complete the transaction.

By confirming your purchase at the end of the checkout process, you agree to accept and pay for the item(s).

LifeWay reserves the right to limit the quantity of items purchased per person, per household or per order for any reason. These restrictions may apply to orders placed by the same account, the same credit card, and also to orders that use the same billing and/or shipping address.



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Terms of Service continued ...

13. Pricing Information

LifeWay cannot confirm the price of an item until after your order is placed. Pricing errors may occur on **smallgroup.com**. LifeWay reserves the right to cancel any orders containing pricing errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice from LifeWay. Pricing for products may be different on **smallgroup.com** from prices available in LifeWay Christian Stores.

14. Promotional Codes

Promotional codes are limited in nature and may expire or discontinue with or without notice. Promotional codes are void where prohibited by law. Promotional codes may not be copied, sold, or otherwise offered. They are not redeemable for cash and are subject to cancellation or change at any time for any reason.

15. Gift Cards

The risk of loss and title to gift cards pass to the purchaser upon our electronic transmission to the recipient or delivery to the carrier, whichever is applicable.

16. Indemnity

User agrees to indemnify and hold **smallgroup.com** and its Related Parties harmless from and against, and to reimburse **smallgroup.com** and its Related Parties with respect to, any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs, and expenses (including reasonable related expenses, legal fees, and costs of investigation) of every nature whatsoever incurred by **smallgroup.com** or its Related Parties by reason of or arising out of or in connection with:

- User's failure to comply with or User's breach of this Agreement;
- User's infringement of any copyright, trademark, patent, trade secret, or any other intellectual propriety right of any third party;
- any content included by the User in the Service; Claims brought against **smallgroup.com** by User's guests, members, employees, invitees or others that use **smallgroup.com** licensed by User or arising from such use; or
- User's violation of any applicable law or regulation.

17. Termination

- This Agreement takes effect on the Effective Date when **smallgroup.com** delivers notification of Service activation to User and will continue until terminated in accordance herewith.
- **smallgroup.com** may terminate this Agreement, or discontinue the Service at any time without notice to User in any of the following circumstances:
 - User violates any term of this Agreement, any municipal, provincial or federal law or regulation, or any policy or guideline set out, from time to time, by **smallgroup.com** anywhere on this Agreement;
 - User engages in conduct or includes content or Data that **smallgroup.com** in its sole discretion believes is harmful to other Users, the business of LifeWay Christian



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Terms of Service continued ...

- Resources, **smallgroup.com**, or any third party;
- User disputes the terms of this Agreement or any amendment set out, from time to time, by **smallgroup.com** anywhere in this Agreement. Following termination of this Agreement, for any reason, User agrees not to use the Service in any manner or for any reason.

18. General

Consent to Breach Not Waived. No term or provision of this Agreement is deemed waived and no breach excused, unless the waiver or consent is in writing and signed by the party that is claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, does not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach.

- **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Tennessee. **smallgroup.com** and User consent and agree that all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of Tennessee, County of Davidson, and further agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.
- **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, all other provisions will nevertheless continue in full force and effect.
- **Entire Agreement.** This Agreement, together with all policies, guidelines, and amendments set out, from time to time, by **smallgroup.com** in this Agreement, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever, whether oral or written.
- **Survival.** Any terms and conditions of this Agreement which by their nature extend beyond the term or expiry of this Agreement shall survive the termination or expiry of this Agreement. This includes, without limitation, Article 12 (Ownership), Article 14 (No Representations or Warranties), Article 15 (Limitation of Liability), Article 16 (Indemnity), and this Article 18 (General).
- **Headings.** The headings and captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way are to be construed as defining, limiting, or describing the scope or intent of this Agreement.
- **Remedies Cumulative.** Unless otherwise set out in this Agreement, the rights and remedies granted to each party under this Agreement are cumulative and are in addition to each party's rights provided by law or otherwise. Each party may exercise its rights concurrently or separately and the exercise of one remedy is not deemed an exclusive election of that remedy or preclude the exercise of any other remedy.
- **Counterparts or Electronic Acceptance.** This Agreement may be executed by indicating assent through electronic means or may be executed in



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Terms of Service continued ...

counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.

19. Privacy

This is a Service of LifeWay Christian Resources. We respect your privacy. We do this by carefully protecting information that you provide to us. A current copy of **smallgroup.com**'s privacy statement can be found at <http://www.lifeway.com/article/privacy-policy>.

20. Electronic signature

It is agreed by User that selecting and clicking "Register" on the New User Registration page will constitute acceptance by User and such action will constitute an electronic signature having the same force and effect as if User had done so with a hand written signature.



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