

Positive Action

Digital Curriculum Introduction

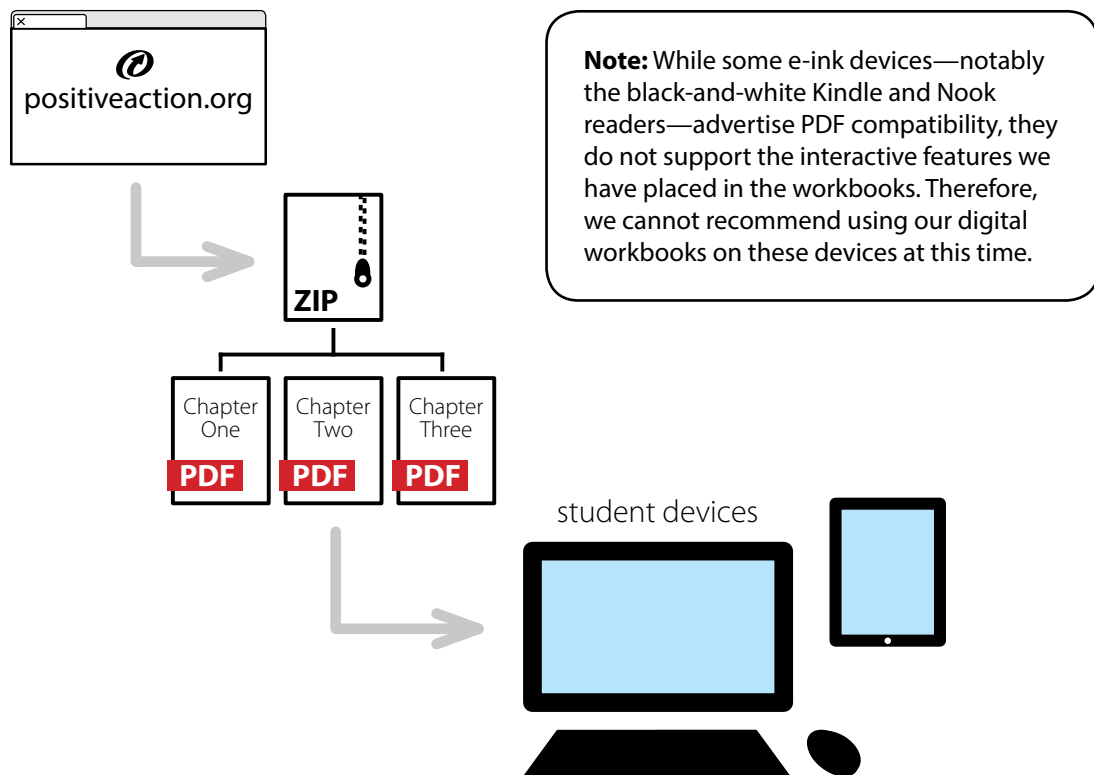
Thanks for using Positive Action Bible Curriculum. We hope the digital editions of our secondary studies will help you continue to magnify the majesty of God to your students as you incorporate additional technology into your classroom, home, or church.

In this document you'll find an introduction to using our digital workbooks. Your usage may vary depending on your platform—whether PC, Mac, or tablet.

Format

All our digital workbooks are encoded in open PDF (portable document format). We've enhanced these files with basic interactivity and forms that allow students to type and store their answers to study questions.

You can read, annotate, and save these PDF files with software freely available for most PCs, Macs, and advanced tablets.



Supporting Software

We recommend that you install the latest version of the free Adobe Reader software on your device and use that to read and annotate the digital workbooks. See the table below for download links.

PC	<u>Get Adobe Reader</u>	Note: We cannot guarantee compatibility with other devices or software at this time.
Mac	<u>Get Adobe Reader</u>	
iPad	<u>App Store Link</u>	

Click below to download a sample chapter from one of our studies.

Route 66 Sample

Purchasing

You—the school, church, or parent—can purchase licenses for your students to use the digital workbooks. Each license gives you permission to use a digital workbook with one student for one school year.

Licenses are available exclusively from **positiveaction.org**. After purchase, you will be able to download the digital workbook files by logging into your account. You may then copy and backup those files as needed to distribute to authorized students at your home or ministry.

At the end of the school year, your students may keep copies of their completed digital workbooks for their own reference. Your **license agreement** will stipulate that you—the school, church, or parent—ensure that all other copies of the digital workbooks are deleted. If you wish to use the same digital workbooks for new students in the coming school year, please purchase updated licenses and download updated files. All unauthorized distribution is prohibited.

Note: For the sake of usability, we embed no copy restrictions in the digital workbooks. We trust ministries and parents restrict the use of the PDFs to those students for whom they have purchased licenses.

Pricing

Final pricing will be set as individual studies become available on our website throughout the summer. Generally speaking, digital versions of our workbooks will be \$3 to \$4 less than the list price of the corresponding print version. Please visit our website for current pricing on the print versions. Quantity pricing will not be available for the 2012–2013 school year.

Availability

We hope to make as many of our secondary studies available as possible for the 2012–2013 school year. The priority list is as follows:

Study	Projected Availability	Price
<i>Route 66</i>	Available Now	\$12.95
<i>Wise Up</i>	Available Now	\$12.95
<i>The Life of Christ</i>	Available Now	\$14.95
<i>Behold Your God</i>	Available Now	\$12.95
<i>Proverbs: The Fountain of Life</i>	Available Now	\$12.95
<i>Dynamic Christian Living</i>	Available Now	\$12.95
<i>The Christian Adventure</i>	Available Now	\$12.95

Updated: **8/9/12**

Final prices subject to change.

This PDF will be updated regularly at [**this link**](#) throughout the summer. Check back to see updated info, or email us at [**info@positiveaction.org**](mailto:info@positiveaction.org) if you have additional questions.

Note: Due to copyright restrictions on materials referenced in *The Inner Man*, we are unable to offer the entire study in digital format at this time. If your school would like to use part of this study digitally, please contact us for a special licensing arrangement.

End User License Agreement

To use these digital workbooks, you must agree to the End User License Agreement. A copy can be found at the end of this document or by clicking [**here**](#).

END USER LICENSE AGREEMENT

for ROUTE 66, WISE UP, THE LIFE OF CHRIST, BEHOLD YOUR GOD, DYNAMIC
CHRISTIAN LIVING, THE CHRISTIAN ADVENTURE, THE INNER MAN, and
PROVERBS: THE FOUNTAIN OF LIFE

READ THIS BEFORE CLICKING “I ACCEPT” THIS AGREEMENT IS A CONTRACT

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE CLICKING “I ACCEPT.” CLICKING “I ACCEPT” MEANS YOU ACCEPT THESE TERMS AND CONDITIONS AND UNDERSTAND THAT THEY WILL BE LEGALLY BINDING ON THE OWNER OF THE COMPUTER OR DEVICE YOU ARE USING TO DOWNLOAD THIS SOFTWARE (THE “LICENSEE”). IF YOU DO NOT AGREE WITH THEM, OR DO NOT HAVE THE AUTHORITY TO BIND THE LICENSEE, DO NOT CLICK “I ACCEPT.”

NOTICE TO LICENSEE: As a security measure and to monitor compliance with this Agreement, your contact information may be transmitted to Licensor when certain aspects of the Licensed Material are used.

Licensor and Licensee may be referred to collectively herein as the “Parties” and individually as a “Party.”

IN CONSIDERATION and exchange of the mutual covenants of the Parties and the mutual benefits to be received under this End User License Agreement (“Agreement”), the Parties agree as follows:

1. THE PARTIES.

- a. Licensor: Positive Action For Christ, Inc., a North Carolina non-profit corporation with its address at P.O. Box 700, Whitakers NC 27891.
- b. Licensee: The owner of the computer or device you are using to download the Licensed Material.

2. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings, unless otherwise expressly stated. Certain other terms may be defined elsewhere in this Agreement.

- a. “Licensed Material” means the copyrighted material of Licensor, in PDF format only, that you are downloading during this transaction.
- b. “Student User” means a student currently enrolled in a class offered by Licensee, in which the Licensed Material serves as an integrated component of the curriculum for the class.
- c. “Instructor” means an individual currently engaged to teach a class offered by Licensee, in which the Licensed Material serves as an integrated component of the curriculum for the class.

d. "Use" means to download the Licensed Material during this transaction only, and to distribute a single copy of such Licensed Material to each of the Instructors and/or Student Users for whom Licensee has purchased valid licenses during this transaction, for purposes of study and classroom use only.

3. USE OF LICENSED MATERIAL Licensee agrees to Use the Licensed Material subject to all of the terms and conditions of this Agreement, which Licensee hereby affirmatively accepts.

4. OWNERSHIP

a. It is understood and agreed that Licensor is the sole and exclusive owner of, and hereby reserves, all right, title, and interest in and to the Licensed Material, including but not limited to all worldwide copyright, patent, trademark, trade secret and other proprietary rights relating thereto. Licensor is sole owner of all copies of the Licensed Material, regardless of the media or form in which such copies may exist.

b. The Licensed Material is made available to Licensee through the within license only, not sale, and Licensee does not and shall never acquire any ownership rights in or to the Licensed Material. In no case shall Licensee or any end-user be considered a joint author or owner of the Licensed Material.

c. Licensee shall not cause, nor permit either through its direct efforts or through any third party, the unauthorized reproduction, adaptation, distribution, performance or display of the Licensed Material. Without limiting other remedies available to Licensor, all of which are expressly reserved: any use of the Licensed Material not expressly authorized by this Agreement shall automatically terminate this Agreement.

5. LICENSE

a. Licensee shall pay Licensor such license fees for the Licensed Material (the "Fee") as Licensor has determined and, on the date of this transaction, posted at www.positiveaction.org. Unless otherwise specified, the Fee and the license granted herein extend for a single school year only.

b. Upon payment in full of the Fee, Licensor hereby grants Licensee a nonexclusive, non-transferable, revocable right to Use the Licensed Material for a single school year only.

c. Without limitation, Licensee shall not:

- i. Copy, reproduce or make use of the Licensed Material except as expressly set forth in this Agreement;
- ii. Modify, adapt or create derivative works based on the Licensed Material;
- iii. Distribute the Licensed Material except as expressly authorized herein;
- iv. Publicly perform or display the Licensed Material other than in the course of Licensee's authorized Use; or
- v. Exercise any other right or privilege not expressly granted herein.

- d. Reference anywhere in this Agreement to the “Licensed Material” shall mean the entire work and/or any portion thereof, as required by the context.
- e. Periodically upon Licensors request and in such form as Licensors may require, Licensee agrees to provide Licensors with accurate and updated information confirming the number of students enrolled in classes using Licensed Material.
- f. It shall be Licensee’s sole obligation, without the necessity of notice from Licensors, immediately to pay such additional Fees as may be required, should class enrollments increase or if for any other reason any Student User has received a copy of Licensed Material for which the Fee has not been paid. Failure to do so shall constitute a material breach of this Agreement.
- g. Licensee acquires no rights whatever, under this Agreement, to use or display for any purpose any trademarks, brand names, logos or trade dress of Licensors.
- h. All rights not expressly granted herein are reserved by Licensors.
- i. This license terminates immediately upon termination of this Agreement.
- j. The terms of this license are conditions and not merely covenants.

6. TERM AND TERMINATION

- a. This Agreement is effective for the single school year for which Licensee has paid the Fee or until earlier terminated as provided herein.
- b. Licensee may terminate this Agreement at any time by destroying all copies of the Licensed Material, in all media, in Licensee’s possession or control.
- c. This Agreement will terminate immediately if Licensee fails to comply with any term or condition of this Agreement. In such event, no notice shall be required by Licensors to effect such termination. Any breach by Licensee of any terms or conditions herein shall be deemed material.
- d. This Agreement may also be terminated immediately if the Licensee:
 - i. becomes insolvent or involved in liquidation or termination of its business;
 - ii. files a bankruptcy petition;
 - iii. has an involuntary bankruptcy petition filed against it; iv. becomes adjudicated bankrupt; or
 - v. becomes involved in an assignment for the benefit of its creditors.
- e. Upon termination of this Agreement, Licensee agrees immediately to destroy all copies of the Licensed Material in Licensee’s possession or control, in any form or media; or to return same to Licensors at Licensee’s expense. Provided, however, an authorized Student User (but not an Instructor) may retain a single copy of the Licensed Material for archival and personal study purposes only, following termination of this Agreement.

7. RESTRICTIONS ON TRANSFER

- a. This Agreement shall run with the Licensed Material.
 - b. Licensee shall not sublicense, assign, or transfer this Agreement or the Licensed Material. Any attempt by Licensee to sublicense, assign, or transfer any of Licensee's rights, duties, or obligations hereunder is void without Licensor's express written consent.
 - c. This Agreement is binding upon the heirs, executors, administrators, successors, assigns and other legal representatives of the Parties.
8. **UPDATES AND SUGGESTIONS** At no time shall any end-user suggestion for enhancements, updates, revisions or any other modifications to the Licensed Material be considered the confidential information of the Licensee or end-user. All end-user suggestions or enhancement requests from any end-user of the Licensed Material automatically become the sole property of Licensor, without attribution or compensation of any sort to the Licensee or end-user. Licensee agrees that all copyright, patent, trade secret and other intellectual property or ownership rights to such suggestions or enhancements, are hereby assigned to Licensor and shall remain the sole property of Licensor, in perpetuity.

9. LIMITED WARRANTY; LIMITED LIABILITY

- a. LICENSEE ACCEPTS THE LICENSED MATERIAL AND THE FILE IN WHICH IT IS DELIVERED "AS IS" AND "AS AVAILABLE." LICENSOR DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSOR DOES NOT WARRANT THAT ERRORS IN THE LICENSED MATERIAL OR THE FILE IN WHICH IT IS DELIVERED WILL BE CORRECTED.
- b. USE OF THE LICENSED MATERIAL AND THE FILE IN WHICH IT IS DELIVERED IS AT THE USER'S OWN RISK. UNLESS OTHERWISE EXPRESSLY SPECIFIED, LICENSOR, ITS PRINCIPALS, EMPLOYEES OR AGENTS SHALL NOT BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. IN NO EVENT SHALL LICENSOR BE LIABLE FOR HARDWARE OR SOFTWARE PROBLEMS DUE TO INTERFACING OF THE FILE IN WHICH THE LICENSED MATERIAL IS DELIVERED WITH LICENSEE'S EXISTING HARDWARE OR SOFTWARE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF LICENSOR HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT WILL THE AGGREGATE LIABILITY OF LICENSOR AND ITS REPRESENTATIVES FOR ANY DAMAGES OR CLAIMS ARISING OUT OF OR RELATING TO USE OF THE LICENSED MATERIAL OR THE FILE IN WHICH IT IS DELIVERED, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL

FEE LICENSEE HAS PAID TO LICENSOR UNDER THIS AGREEMENT. THIS SECTION WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

c. LICENSEE ACKNOWLEDGES THAT IT HAS READ THE FOREGOING DISCLAIMERS OF WARRANTY AND LIMITATION OF LIABILITY AND UNDERSTANDS THAT LICENSEE ASSUMES THE ENTIRE RISK OF USE OF THE LICENSED MATERIAL AND THE FILE IN WHICH IT IS DELIVERED.

d. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND/OR LIABILITIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

10. REMEDIES Licensor's entire liability and Licensee's exclusive remedy for any claim arising under this Agreement shall be delivery of a replacement copy of the Licensed Material that is free of defects in materials or workmanship.

11. COMPLIANCE WITH LAWS; EXPORT RESTRICTIONS Licensee agrees to use the Licensed Material only in accordance with all applicable laws, regulations and statutes, worldwide. This includes, without limitation, privacy and data security laws. Licensee warrants and represents that Licensee does not intend to, and will not, directly or indirectly, export or transmit the Licensed Material to any country in violation of United States export restrictions.

12. INDEMNITY Licensee agrees fully to defend and indemnify Licensor from any and all claims, liabilities, settlements, judgments, awards, costs and expenses (including reasonable attorney fees) related to Licensee's use of the Licensed Material and/or Licensee's violation of any of the terms or conditions of this Agreement.

13. ACCEPTANCE OF ELECTRONIC CONTRACT Licensee agrees that this Agreement has the same legal force and effect as a written contract with the written signature of an authorized representative and that it satisfies any laws that require a writing or signature, including any applicable Statute of Frauds. Licensee further agrees that it shall not challenge the validity, enforceability or admissibility of this Agreement on the grounds that it was electronically transmitted or authorized. A printed version of this Agreement shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Licensee acknowledges that it has had the opportunity to print this Agreement.

14. MISCELLANEOUS TERMS

- a. Nothing in this Agreement shall be construed to constitute or appoint either Party as the agent, representative or employee of the other Party for any purpose, or to grant either Party any rights or authority to assume or create any obligation or responsibility, whether express or implied, for or on behalf of or in the name of the other, or to bind the other in any way or manner.
- b. Licensee agrees to execute any and all documents reasonably necessary in order to effectuate the purposes and intent of this Agreement, including but not limited to documents affirming the authority to bind Licensor of the individual who executed this Agreement.
- c. This Agreement is the entire agreement between the Parties and supersedes all prior written or oral agreements between the Parties relating to the subject matter hereof. No amendment to this Agreement shall be binding or enforceable unless reduced to a writing executed by the Parties. If any portion of this Agreement is found to be void or unenforceable, the remaining portion shall be enforceable with the invalid portion removed, giving all reasonable construction to permit the essential purposes of the Agreement to be achieved. The Parties' various rights and remedies hereunder shall be construed to be cumulative.
- d. This Agreement shall be deemed to have been made in the State of North Carolina, and it shall be governed by the substantive laws of the State of North Carolina, USA without regard to any applicable conflict of laws provisions. The Parties submit to jurisdiction in the state and Federal courts primarily serving Whitakers, North Carolina and hereby waive any jurisdictional, venue or inconvenient forum defenses otherwise available. Provided, however, that if Licensor is sued or joined in an action in any other court or forum in respect of any matter which may give rise to a claim hereunder, Licensee consents to the jurisdiction of such court or forum over any such claim.
- e. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law. Captions and headings used in this Agreement are for purposes of convenience only and shall not be deemed to limit, affect the scope, meaning or intent of this Agreement, nor shall they otherwise be given any legal effect.
- f. All sections of this Agreement, which by their nature should survive termination, shall survive termination, including, but not limited to, accrued rights to payment, warranty disclaimers, and limitations of liability.

LICENSEE HEREBY ACKNOWLEDGES THAT LICENSEE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

THE INDIVIDUAL EXECUTING THIS AGREEMENT PERSONALLY AFFIRMS, WARRANTS AND REPRESENTS THAT HE/SHE HAS AUTHORITY TO BIND LICENSEE TO THIS AGREEMENT, AND UNDERSTANDS THAT LICENSOR IS RELYING UPON SUCH AFFIRMATION, WARRANTY AND REPRESENTATION.