#### **Terms Of Use**

Please read these Terms of Use contained herein carefully. By accessing and using any part of our website, social media platforms or mobile application (collectively referred to as "Site"), you shall be deemed to have accepted to be legally bound by these Terms of Use without limitation or qualification. If you do not agree to these Terms of Use, please do not access or use the Site. Any continued access or use of the Site (whether this time or in future) will imply that you have accepted these Terms of Use.

#### 1. General

These Terms of Use may be changed from time to time. All changes will be posted on this page, and your access or use of the Site after such changes have been posted will constitute your agreement to the modified Terms of Use and all of the changes. You should therefore read this page carefully each time you visit the Site.

## 2. Proprietary Rights

- 2.1 The Site is owned and operated by Risen Christian Assembly Limited ("RCA", "we", "our", "us").
- 2.2 The materials located or hosted on, or linked to on this Site (including application forms or material thereof) and all content therein (including, but are not limited to, any images, illustrations, artwork, text, video clips, audio clips, sounds, designs, name, logos, trademarks, insignias, trade dress, layouts and other materials contained in this Site), and information as well as any software programs, software applications, downloadable files, interactive features, tools, services available on or through the Site (collectively referred to as "Content") are protected by copyright, trademark and other forms of proprietary rights.
- 2.3 Unless expressly stated, all rights, title, benefit and interest in the Content or connected with the Site are owned by, licensed to or controlled by RCA and/or owned by, licensed to or controlled by third parties and licensed to RCA.
- 2.4 We reserve complete and absolute discretion over the operations of the Site. We may, among other things, withdraw, suspend or discontinue any functionality or feature of the Site. We also reserve the right to maintain, delete and destroy all communications and information posted or uploaded to the Site in accordance with our internal record retention, archiving, and/or destruction policies.
- 2.5 We may update the Site from time to time and may change the content and services offered through it at any time, to reflect changes in relevant laws and regulatory requirements or to implement technical adjustments and improvements.

#### 3. Restrictions on Use of Content

3.1 All information made available on this Site are property of RCA and may not be disclosed, disseminated, or distributed to any unauthorized party.

- 3.2 Except as otherwise permitted by RCA, the Content must not be stored (whether in hard copy or in an electronic form), reproduced, republished, uploaded, posted, transmitted or otherwise distributed or used in any way, whether in whole or part of or for commercial purposes or otherwise, without the prior written permission of RCA.
- 3.3 Modification of any of the Content or use of the Content for any other purpose will be a violation of copyright and other intellectual property rights of RCA and/or Content owned by, licensed to or controlled by third parties and licensed to RCA. Graphics and images on the Site are protected by copyright and may not be reproduced or appropriated in any manner without the written permission of their respective copyright owners and RCA.
- 3.4 You acknowledge and agree not to use any device, software or routine to interfere or attempt to interfere with the proper operation of the Site.

## 4. Provision of Services

- 4.1 You are hereby granted a revocable, non-exclusive, non-transferable, non-assignable, personal use of the Site in accordance with the terms of this Terms of Use. All rights not expressly granted to you are reserved by us.
- 4.2 We also reserve the right to limit or suspend your access for the purpose of scheduled, ad hoc or urgent maintenance of the Site, in which case such limitation or suspension will be communicated through the Site and/or our website and/or through our social media channels.

### 5. Representations and Warranties

- 5.1 By using and accessing the Site, you represent, warrant and undertake to us that:
- (a) you are at least thirteen (13) years old:
- (b) you have the right, authority and capacity to accept and agree to the terms of this Terms of Use and use the Site;
- (c) all information that you have provided to us or stored in the Site is true, accurate, up-to-date and not misleading; and
- (d) you are in compliance, and shall remain in compliance during the Term of the Terms of Use, with all applicable laws.
- 5.2 You agree and acknowledge that all representations and warranties given by you are personal statements and assurances on which we and any other third-party receiving information posted by you on the Site will rely on.

## 6. Collection of Your Data

6.1 On registration and in the course of your use of the Site, you may provide us with your personal information, including your name, email address, residential address, age range, contact number, billing information, images, sounds (including audio files or any other forms) and other personal profile and preferences. By providing your personal information to us, you consent to our collection, use and disclosure of your personal information in accordance with our <a href="Privacy Policy">Privacy Policy</a>.

- 6.2 Other than your name, telephone/mobile number and email address on registration, all other information provided by you are provided at your sole discretion. Please do not post or add personal or sensitive data to your public profile that you would not want to be publicly available.
- 6.3 All information that you provide to us and/or post to your public profile shall be true, correct and not misleading. If you provide or post any information that may be untrue, incorrect or misleading in any respect, you shall be in violation of this Terms of Use, and we have the right but not the obligation to terminate your use and access of the Site at any time without notice. You shall be wholly responsible for all information that you have provided to us and/or post to your public profile. RCA assumes no responsibility and make no representation with respect to the accuracy or completeness of any information or material provided by you.
- 6.4 You acknowledge and agree that we may from time to time receive information about you from third parties. You agree that we may collect, use and disclose such information about you in accordance with our Privacy Policy.

#### 7. User Content

- 7.1 As between you and RCA, you own all content, personal data and other information that you provide, upload, submit, collect, store, send or receive on or through the Site ("**User Content**"), and you are granting RCA and our affiliates a non-exclusive, worldwide, transferable, sub-licensable, royalty-free, non-exclusive right and license to access, store, use, copy, modify, distribute, transmit, create derivative works of, publish, perform, whether publicly or not, and process all User Content without any further consent, notice and/or compensation to you or others, in accordance with the terms of this Terms of Use and our Privacy Policy.
- 7.2 You irrevocably and unconditionally represent and warrant that the information or material that you post to our Site complies with the terms and condition set out in these Terms of Use.
- 7.3 RCA may provide interactive services or features on the Site, including but not limited to prayer requests and testimonials ("Interactive Features"). RCA is under no obligation or responsibility to monitor, moderate or oversee the content that you submit or post to any Interactive Features provided on the Site, and any liability, loss or damage arising from the use of or access to any such Interactive Features, whether moderated or not, by you or any third party are expressly excluded.
- 7.4 You agree and undertake not to post or transmit any unlawful, threatening, libelous, defamatory or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law, breach any laws relating to the protection of personal data, infringe copyrights, trademarks or any other intellectual property rights, or otherwise be injurious to other users of the Site and/or third parties.

#### 8. Deletion of User Content

8.1 We agree to remove all User Content uploaded by you (which for the avoidance of doubt excludes any aggregated or anonymized data, any Content and any User Content that has

been shared with third parties) from our system within thirty (30) working days of our receipt of your written request, unless the applicable laws permit or require our retention of such User Content.

8.2 You acknowledge and agree that the same or similar User Content may be uploaded, posted, collected or stored to / in the Site by other users and that such information may be required to be retained by RCA for the purpose of operating the Site. RCA shall not be responsible or liable to you or any third party for the collection, use, disclosure, retention or deletion of such information in the Site.

#### 9. Other Restrictions on Use of Site

- 9.1 You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any RCA server, or to any of the functionalities offered on or through the Site, by hacking, password "mining" or any other illegitimate means.
- 9.2 You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site to its source or exploit the Site or any service or information made available or offered by or through the Site, in any way.
- 9.3 You irrevocably and unconditionally represent and warrant that you will not:
- (a) use the Site for purposes of conducting and/or disseminating surveys, contests, pyramid schemes, chain letters, junk email, spamming or sending of any duplicative or unsolicited messages;
- (b) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others;
- (c) publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, violent, obscene, deceiving, indecent or unlawful topic, name, material or information, including but not limited to promoting illegal activity, discrimination based on race, sexual orientation, nationality, religion, disability or age, or content with political references or seditious tendency;
- (d) upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you have ownership or control the rights thereto or have received all necessary consent to do the same
- (e) upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- (f) violate any applicable laws or regulations in Singapore and in any country from which they are posted; or
- (g) create a false identity for the purpose of misleading others or misrepresent false affiliation with any person.

## 10. Donations and Offerings

## 10.1 Donations and Offerings

You acknowledge and agree that all donations and offerings made through the Site are processed by either our payment getaway provider or remittance via your own banking service provider, whichever is applicable. We shall not be liable or responsible for any interruptions, omissions, delays or corruptions in relation to the processing of any donations or offerings made through our Site. You irrevocably warrant, undertake and represent that all donations and/or offerings made by you are made on a voluntary basis.

## 10.2 Inaccurate or Wrongly Made Donations or Offerings

- (a) In the event if any donations or offerings was wrongly or inaccurately made or made without your authorization or acknowledgement, you must notify us immediately by writing to our Site Support Team at <a href="mailto:admin@risen.sg">admin@risen.sg</a> together with a clear explanatory statement and supporting documentary proof. Failure on your part to do so within fourteen (14) working days from the payment or remittance date will deem such donations, offerings or payments correct, conclusive and non-refundable in nature.
- (b) You agree that we shall not be liable to any claims from you and/or third parties and/or damage, losses or expenses for which you and/or any third party may suffer in respect of all or any of the donations or offerings made to us.

#### 10.3 No refunds

All monies (whether donation or offering) received by us shall be non-refundable, to the extent permitted by the applicable law.

#### 11. Termination

- 11.1 To terminate your account with us, you must notify our Site Support team by email to <a href="mailto:admin@risen.sg">admin@risen.sg</a> of your decision to terminate your account. The termination will take effect within fourteen (14) working days from the date of your written notice of termination.
- 11.2 For the avoidance of doubt, deletion of our mobile application on your mobile device will not automatically terminate your account with us.
- 11.3 Without prejudice to the right of termination or suspension by RCA under this Terms of Use, RCA may terminate your account by giving written notice of termination.
- 11.4 Upon termination of your account, you shall not have access to your account and its contents (including User Content).

### 12. Disclaimer of Warranties and Liability

- 12.1 Nothing in this Site constitutes a representation or an offer or otherwise and shall not bind RCA in any way.
- 12.2 We make no representation, warranty, or guarantee as to the reliability, safety, timeliness, quality, suitability, availability, accuracy or completeness of the Site and its Site Content, including but not limited to any data obtained by or from any third parties.
- 12.3 We will not be responsible for loss of information, reliability, availability, accuracy, or completeness of the User Content.
- 12.4 The Content is provided on an "as-is, where-is" basis without any warranties of any kind, express or implied. RCA specifically disclaims implied warranties of title, merchantability, fitness for a particular purpose, expectation of privacy and non-infringement. To the fullest extent permitted by law, RCA does not warrant and hereby disclaims any warranty:
- (a) as to the accuracy, correctness, reliability, currentness, timeliness, non-infringement, title, merchantability or fitness for any particular purpose of the Content; or
- (b) that the Content or any functions associated with the Site will be uninterrupted or errorfree, or that defects will be corrected or that the Site and the Site server are and will be free of all viruses and / or other harmful elements.

We shall not be responsible for transmission errors, interruptions, delays omissions, or corruption or compromise of information of any kind carried over local or interchange telecommunication carriers ("**Errors**").

- 12.5 We shall also not be liable for any damage or loss of any kind, howsoever caused as a result (direct or indirect) of the access or use of the Site or any such Content or User Content belonging to or otherwise provided by third parties or users of this Site or anyone in connection or in relation to such Content or User Content, including but not limited to any damage or loss suffered as a result of reliance on the Content or User Content.
- 12.6 You further acknowledge and agree that any use by you of any Content submitted by any third party is entirely at your own risk. You hereby release RCA from any and all claims in connection therewith. RCA does not and is not in a position to verify any party's rights to submit any Content or User Content on the Site, and RCA takes no responsibility and assumes no liability for any User Content posted by you or any third party, or for use of the same. RCA does not in any way endorse or support the views or ideas expressed in any submitted or posted Content or User Content.
- 12.7 We do not guarantee, represent or warrant that the Site is free of malicious software, such as digital viruses, spywares, ransomware or other harmful malwares ("Malware"). We recommend you obtain the necessary protection against Malware, such as anti-malware tools or software, before downloading or accessing the Site. We shall not be liable for any loss, damage, claim or liability, costs and expense arising from any Malware transmitted via the Site, including but not limited to shareable or downloadable Content or User Content from the Site to third party viewers.
- 12.8 We shall not be liable for failure to fulfil obligations caused by circumstances outside reasonable control (such circumstances shall include but not limited to fire, flood, explosion,

cyber-attack, sabotage, terrorism, epidemic or infectious diseases, global health emergency or other life-threatening emergencies)

## 13. Acknowledgement

You acknowledge and agree that:

- (a) You are solely responsible for (and that we have no responsibility to you or to any third party for) any data that you collect, store, transmit, update, post, share or upload while using the Site and for the consequences of your actions (including any loss or damage which we may suffer) by doing so;
- (b) Your use of the Site and reliance on the content in the Site are entirely at your own risk, and therefore we specifically disclaim any liability arising from or in connection with your use of the Site.
- (c) We reserve the right to review materials posted, to edit, refuse to post, to remove any content, terminate your access to the Site in our sole discretion at any time, without notice, for any reason whatsoever.
- (d) All feedback, comments, information, ideas, suggestions, documents, and/or proposals ("Contributions") given to us, whether through the Site or otherwise, shall be non-confidential and we shall be free to use, for any purpose, any ideas, concepts, techniques or know-how contained in such Contribution, and any use, adaptation, modification, reproduction or distribution of the Contributions shall be property of RCA without any obligation to you.
- (e) The Site may become temporarily unavailable for a number of reasons, including but not limited to, capacity constraints, transmission limitations, equipment modifications, upgrades, relocations, and repairs. Notwithstanding this, we will use reasonable commercial efforts to minimize such non-availability of the Site.

#### 14. Reserved Rights

- 14.1 We reserve the right to update or modify the Site from time to time.
- 14.2 We further reserve all rights to deny or restrict access to the Site or any part(s) thereof to any particular individual (whether such individual is a subscriber or otherwise), or to block access from a particular Internet address to the Site, at any time, for any reason whatsoever and without ascribing any reasons whatsoever.

### 15. Social Media

- 15.1 We reserve all rights relating to our social media channels, including but not limited to: (i) adding, removing, or modifying any content, (ii) blocking disruptive users; and (iii) discontinuing any of our social media channels at any time.
- 15.2 We do not create, control, represent, or endorse any opinions or statements expressed by others within its social media channels, including those that follow or "like" us and those followed or "liked" by us and that any content posted by anyone other than us is the

responsibility of the submitter and not us. In addition, if we follow another user's account, "like" another page, re-tweet, "favorites," shares, or otherwise re-posts another user's content, such an action does not constitute an endorsement by us.

#### 16. Links from the Site to Other Sites

- 16.1 The Site may contain hyper-links to websites, web pages and/or apps which are not produced or maintained by RCA. RCA makes no representation and is not responsible for the Content of those websites and shall not be liable for any damages or loss arising from access to those websites. Any content, services, representations made on such websites are solely the responsibility of the operator of those websites and RCA assumes no responsibility for any content, the operation or the services provided thereon. Use of the hyper-links and access to such linked websites are entirely at your own risk and subject to the terms and conditions of use and access contained therein.
- 16.2 All hyper-links to other websites, web pages and/or apps are provided as a convenience to you as a user of the Site. In no circumstances shall RCA be considered to be associated or affiliated in whatever manner with any trade or service marks, logos, insignia or other devices used or appearing on the websites, web pages and/or apps to which the Site is linked.

#### 17. Links to the Site from Other Sites

- 17.1 In no circumstances shall RCA be considered to be associated or affiliated in whatever manner with any trade or service marks, logos, insignia or other devices used or appearing on the websites that link to the Site or any part(s) thereof or any of the Content.
- 17.2 RCA reserves the right to disable any unauthorized links or frames and disclaims any responsibility for the content available on any other site reached by links to or from the Site or any of the Content.

## 18. Indemnity

RCA will use reasonable skills and knowledge to protect personal data and information collected. RCA will not be liable for any losses if the losses are due to the provision by users or any third party of false, inaccurate, misleading, outdated or incomplete information or documentation.

You shall indemnify and hold us, our officers, directors, shareholders, successors-in-title, employees, agents, subsidiaries and affiliates, harmless from all demands, claims, actions, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever against us, our officers, directors, shareholders, successors-in-title, employees, agents, subsidiaries and affiliates, by any third party arising from or in connection the your use of the Site, any transmission or disclosure of any information through the Site, or with any failure by you to comply with this Terms of Use.

### 19. Applicable Law

These Terms of Use are governed by the laws of Republic of Singapore and no claims may

not be brought against RCA, save in so far as such claims could be brought in Singapore law without reference to the law of any other country. Any claims relating to use of the website shall be heard by Singapore Courts.

Any dispute or claim shall first be referred to mediation in Singapore. In the event both parties fail to reach a settlement within 60 days from the commencement of mediation, either/any party may refer the Dispute to the courts of Singapore.

# 20. Privacy Policy

By accessing or using the Site, you are deemed to have also accepted our Privacy Policy.

Effective Date: 1 December 2022