

# OIKOS TERMS OF USE

**17 MAY 2016**

Please read these terms of use (“Terms of Use”, “Agreement”) carefully. This is a legally binding agreement that governs your use of the Oikos Platform (“Service”) offered by MEQO Private Limited (“Company”).

You may accept these terms by signing and returning this document, or by clicking to accept or agree to these Terms of Use, where such an option is made available to you in any product, software, service, or website associated with the Service.

You acknowledge that this Agreement is contractually binding, even if it is electronic and is not physically signed by either party.

## **1 The Service**

The Service allows you to create and use an interactive community application (“Application”) on behalf of a church or similar social organization (“Organization”) that you are authorized to represent. This Application may run on a variety of platforms (“Platforms”) including but not limited to iOS, Android, Windows, and Mac, as offered by the Company. The Company may change which Platforms the Application is available on at any time.

## **2 Authorized Representatives**

If you use the Service on behalf of an Organization, you represent and warrant that you are authorized to accept these Terms of Use and otherwise act on such Organization’s behalf.

If you use the Service to create an Application, you will be required to provide the contact details of individuals with authority to act on such Organization’s behalf (“Authorized Representatives”). We will accept and act on instructions received (for example, to adjust fees, add premium features, or terminate this Agreement) whether written or verbal, where we reasonably believe that such instructions originated from any Authorized Representative, or any persons they nominate.

## **3 Application Metadata**

If you to use the Service to create an Application, you will be required to provide information on the name, description, and icon (together, “Metadata”) that you wish to appear on your Application and in relevant app stores (“App Stores”). You certify that you have proper authority to use this Metadata, and grant us permission to use this Metadata for the purpose of releasing, maintaining and promoting your Application.

We discourage you from changing your Metadata (app name, description, and icon), as it may confuse users. However, if you wish to, you can request a Metadata change at any time. Such a

change will take several weeks to effect, is subject to approval by relevant App Stores, and may be subject to additional fees.

#### **4 Setup Fee and Release Time**

If you use the Service to create an Application, you agree to pay a “Setup Fee” determined by the Company and displayed at the time of setup. This covers the cost of creating and publishing your app.

We will begin producing your Application on receipt of the Setup Fee. It usually takes 2 weeks to produce, but since the process involves factors outside our control (e.g. App Store approval), it may take longer.

We will refund the Setup Fee and cancel this Agreement if for any reason we are unable to release your Application within 2 calendar months of receipt of the Setup Fee.

#### **5 Maintenance Fee**

In addition to the Setup Fee, you agree to pay a Monthly “Maintenance Fee” determined by the Company and displayed at the time of setup. This covers the cost of maintaining, supporting, and improving your app. Payment is deducted automatically at the end of each month from account details you provide. It is your responsibility to ensure that such account details are kept up-to-date.

From time to time, we may adjust the Maintenance Fee to accommodate for changes in exchange rates, inflation, costs, and actual usage. If we elect to increase the Maintenance Fee, we will email you with at least 2 months notice. If you are unwilling to pay the increased Maintenance Fee, you may terminate this Agreement in accordance with section 20 of this Agreement.

If at any time you are unable to pay the Maintenance Fee, please contact us so we can work with you to find a solution. If you fail to pay the agreed Maintenance Fee for more than 3 months per calendar year, we reserve the right to remove certain features from your App, including but not limited to video and audio hosting, or to terminate this Agreement in accordance with section 20 of this Agreement.

#### **6 Updates**

We will publish updates (“Updates”) to your Application regularly. The cost of such Updates is included in the Maintenance Fee, so there are no additional charges.

Updates may include feature, performance, reliability, and security upgrades. Most Updates occur silently (without any user action), but occasionally Users may be required to update your Application from relevant App Stores to get the latest features.

We may occasionally remove or modify features from your Application, for example to comply with App Store requirements, to improve user experience, or to improve security. You acknowledge that we may do this at any time, at our sole discretion, without consulting you, and without compensation.

## **7 Performance Guarantee**

We guarantee that your Application will be “Operating Normally” 99% of the time during any calendar month. Your Application is considered to be “Operating Normally” if 95% of typical users are able to use the core features of at least 95% of installable modules offered by the Service, irrespective of whether they are installed in your Application.

If on any given month we fail to deliver this Performance Guarantee, we will refund you the Maintenance Fee for that month.

This Performance Guarantee explicitly excludes issues which are determined, at the Company’s sole discretion, to be insignificant (“Minor Issues”). This may include, but is not limited to, formatting, labelling, or notification errors, and any other issues or errors as determined at the sole discretion of the Company. Such issues are excluded from the Performance Guarantee because they are a normal part of a fast-moving software development process.

This Performance Guarantee also explicitly excludes issues caused by factors outside our control, including but not limited to natural disasters, Denial-of-Service attacks, and issues widely affecting common Cloud providers (in particular but not limited to Amazon Web Services and Google Cloud).

## **8 Support Guarantee**

Users can contact our support team through your Application or by email at any time. We endeavor to respond to all support queries within 24 hours, but we guarantee that all support queries will receive a personal response within 5 working days.

If on any given month we fail to deliver this Support Guarantee, we will refund you the Maintenance Fee for that month.

## **9 Backup**

The Company will make commercially reasonable efforts to back up Content created through your Application.

You acknowledge that the purpose of these backups is to recover the Service in the event of a catastrophic failure, not to recover content that is deleted or modified by Users in the normal course of using the Service.

You acknowledge that our liability in the event of any data loss is limited to US\$500, or 3 months of Maintenance Fees, whichever is lower.

## **10 Security**

The Company will make commercially reasonable efforts to ensure the security of your Application and Content, by encrypting sensitive information, obfuscating passwords, and regular security reviews.

You acknowledge that our liability in the event of any security breach is limited to US\$500, or 3 months of Maintenance Fees, whichever is lower.

## **11 Content and Copyright**

The Service allows anyone who creates an account (“Users”) to post content (“Content”) in your Application, unless they are restricted from doing so by in-app privacy settings. Content that is posted remains the intellectual property of the person or organization that posted it.

We strongly advise you to regularly review the Content posted in your Application, and to remove Content that may be offensive or in violation of the intellectual property rights of others.

We will remove any Content which, at our sole discretion:

- a) infringes the intellectual property of others,
- b) violates these Terms of Use,
- c) is illegal,
- d) is irrelevant, junk, or spam
- e) is otherwise objectionable.

In accordance with applicable copyright legislation, the Company has adopted a policy of terminating, in appropriate circumstances and at the Company’s sole discretion, access to those who are deemed to be repeat infringers. The Company may also, at its sole discretion, limit access to the Services and/or terminate the accounts of any users who infringe the intellectual property rights of others.

## **12 Media Storage**

The Service permits Users to upload images, videos, audio files, and other files (“Media”) which may be accessed by other Users.

There are no explicit limits on the size or quantity of Media items that users can upload, store, and access. However, the Company reserves the right to impose, at its sole discretion, “Fair Use” limits on the quantity or size of Media uploaded, stored, or retrieved, where it determines that the costs associated with such Media are disproportionate to the Maintenance Fee paid. Where such Fair Use limits are applied, the Company will communicate with you to resolve the situation, for example by agreeing to supplementary charges, compressing images, and/or moving content to third-party platforms like YouTube, and will only delete Media as a final resort.

We may attempt to screen Media for viruses and harmful components, but we do not represent or warrant that Media will be free of viruses or other harmful components. We strongly advise all Users to install and use industry-leading virus protection software. If you are wish to minimize risk, you should disable support for file uploading modules (for example “Documents” or “Files”) in your Application.

### **13 Permissions**

You may use the Service to grant certain Users additional permissions (“Permissions”), allowing them to control Content within the Application, change Application settings, verify and disable other Users, and modify or delete Content created by others. You are solely responsible for ensuring that such Permissions are carefully granted and appropriately used, and you agree to indemnify the Company against any loss of data or other outcome that results from misuse, intentional or otherwise, of such Permissions.

### **14 Privacy**

We are committed to protecting User privacy. Please refer to our separate Privacy Policy for information on how we collect, use and disclose personally identifiable and other information from users.

### **15 Feedback and Suggestions**

If you provide us with any feature requests, comments, suggestions, or other feedback (together “Feedback”), you agree that we may use such Feedback for any purpose, commercially or otherwise, without the payment of any fees or royalties to you.

### **16 Child Protection**

Your Application may not be used by children under 13. If we discover that children under 13 are using the app, we will deactivate their accounts.

If you allow your Application to be used by children aged 13 - 18, we advise you to inform their parents or guardians, and provide them with a link to our Privacy Policy. You may also advise them to direct any questions or concerns they might have to [support@oikos.com](mailto:support@oikos.com).

### **17 Marketing Permission**

If you use the Service to create an Application, you grant us permission to list your Organization (including name and logo) under “Existing Customer” lists on our website and marketing material without paying you any royalties or fees. This helps us attract more clients, which in turn helps us improve the app and reduce costs for everyone. If you would like to opt out, please contact [marketing@oikos.com](mailto:marketing@oikos.com).

### **18 Publisher Name**

Where appropriate, your Application will appear to be published by “MEQO Private Limited”, which is our company legal name. By publishing the Application on your behalf, we can push Updates significantly cheaper and faster than if published under your name.

This does not affect the name of the Application, which is determined during setup.

## **19 Good Faith**

You agree to use the Service in good faith, and in a manner consistent with the objectives of the Service. In particular, you agree not to:

1. create user accounts by automated means or under false or fraudulent pretenses;
2. impersonate, or permit your Users to impersonate other persons;
3. scrape or collect information about other Users in an automated fashion or for any purpose other than your participation in a community
4. harass or otherwise offend other Users
5. reverse engineer any code associated with the Service
6. intentionally attempt to damage, collapse, or overload our servers

## **20 Termination**

You may terminate this Agreement at any time with or without cause. If you terminate, we will withdraw your Application from App Stores, and deactivate access to the Application, at the earliest commercial opportunity, and provide you with a file containing all Content from your Application. You will not be charged for the month in which you cancel.

If you intend to create your own app, or to use another provider, we will work with you to transfer control of your app to the developer you choose. Please note that as this involves developer time, an outbound “Transfer Fee” of US\$1000 will apply. Additional consulting fees may apply for unusual cases.

We may terminate this Agreement at any time, with or without cause. Except where we terminate as a result of a material breach of these Terms of Use, we will endeavor to provide you with 2 months advance notice. In any case, we will provide you with a file containing all Content from your Application.

Terminating shall not relieve either party of the obligations and/or restrictions stated herein.

## **21 Revisions to these Terms**

We may change these Terms of Use at anytime, at our sole discretion. We will inform you via email of significant changes; in addition the latest version will be always be posted on our website. Your continued use of the Service constitutes acceptance of any such modifications; therefore you should frequently review these Terms of Use to understand the conditions that apply to your use of the Service. If you do not agree to the amended terms, you should inform us, and stop using the Service.

## **22 Compliance with Laws**

You represent and warrant that your use of the Service shall comply with relevant legislation in your country or countries of use.

## **23 Warranty**

With the exception of the Performance Guarantee and the Support Guarantee described in sections 7 and 8 of this Agreement, the Service is provided on an “as is” and “as available” basis without warranties of any kind, either express or implied. The Company disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to the information, content, or materials.

The Company does not represent that materials, including information available through the Service are accurate, complete, reliable, current, or error-free. The Company does not represent or warrant that the services or its servers are free of viruses or other harmful components.

The Company is not responsible for errors or omissions in any information or materials accessed through the Service.

While the Company attempts to make your access or use of the Service safe, the Company cannot and does not represent or warrant that the services or its server(s), or any content or materials are free of viruses or other harmful components; therefore you should use industry-recognized software to detect and neutralize viruses, spyware, malware, and other harmful or otherwise undesirable components from any download.

## **24 Indemnification**

You agree to defend, indemnify and hold harmless the Company, its corporate affiliates, independent contractors, service providers and consultants, and each of their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any Content you post or your use of or inability to use the Services, including without limitation any actual or threatened suit, demand or claim arising out of or relating to the Content, your conduct, your violation of these Terms of Use or your violation of the rights of any third party.

## **25 Limitation of Liability**

In no event shall the Company or any of its corporate affiliates, independent contractors, service providers or consultants, or any of their respective directors, employees and agents, be liable for any special, indirect or consequential damages, including but not limited to, loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way related to or connected with the use of the Service, the Content or the materials contained in or accessed through the Service, including without limitation any damages, loss or injury caused by or resulting from reliance on any

information obtained from the Company, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of God, communication failure, theft, destruction, or unauthorized access to the Company's records, programs or services.

The aggregate liability of the Company, whether in contract, warranty, tort (including negligence, whether active, passive, or imputed), product liability, strict liability or other theory, arising out of or relating in any manner to the use of the Service, shall not exceed any fees you have paid, if any, to the Company for access to or use of the Service, for the 3 calendar months prior. If no fees have been paid, the aggregate liability of the Company shall not exceed US\$500.

The Company makes no warranties regarding security or reliability of the Service.

## **26 Arbitration**

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore, the Tribunal shall consist of one arbitrator, and the language of the arbitration shall be English.

## **27 Applicable Law and Venue**

This Agreement and any controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore, without regard to conflict of law principles. Each party agrees to submit to the exclusive jurisdiction of the competent courts in Singapore, in any action arising out of a dispute under or in connection with this Agreement or any transaction contemplated by this Agreement.

## **28 International Nature of Communication**

You acknowledge that in using the Service you will be causing communications to be sent through international telecommunications networks. Even communications that seem to be domestic in nature can result in the transmission of international communications regardless of where you are physically located at the time of transmission. You acknowledge that use of the Service results in international data transmissions.

## **29 Successors and Assigns**

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective parties hereto and their permitted successors and assigns.

## **30 Severability**

If any of these Terms of Use should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term shall be enforced only to the extent it is enforceable and the remaining terms shall survive and remain in full force and effect and continue to be binding and enforceable.

### **31 Relationship**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company.

### **32 Waiver**

No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

### **33 Force Majeure**

If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

### **34 Entire Agreement**

This Agreement and Privacy Policy, constitutes the complete and exclusive statement of the agreement between the parties with respect to the use of this site and any acts or omissions of the Company and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties.