

1. YOUR RELATIONSHIP WITH MEMBERSHIP MANAGEMENT SYSTEM (MMS)

- a. Bezaleel Solutions Ltd provides the MMS application (described below) to you under these Terms of Service ("Terms"). In these Terms "you" means the individual using the MMS application. "MMS" means Membership Management System powered by Bezaleel Solutions Limited (a company incorporated in England & Wales).

When you use the MMS application, you can access services provided by other Bezaleel Solutions companies. Bezaleel Solutions is not responsible for services it does not provide. The terms of service fostering a service should always explain who provides the service.

THE MMS APPLICATION

- a. MMS provides to you a rich collection of cloud based services for churches and its members which includes, Members Registration, Members and Admin Portal; Group/One-on-One Chatting, Donations, Prayer Request, Testimonies, Customised SMS, Live Video Integration, Word Log, Bulletin, Bookstore, Members Micro-business site, Advertisement, Manage Orders and Bespoke customisation services.
- b. The MMS application may include important communications from MMS support, such as service announcements and administrative messages. These communications are considered part of the MMS services and you will not be able to opt out of receiving them.

REGISTRATION & ACCOUNT SECURITY

- a. You agree to provide accurate and complete information about yourself when required by MMS registration form (the "Registration Data") and ensure your Registration Data is kept up to date.

MMS will issue you with a password and a MMS ID when you complete the MMS registration process. You are responsible for maintaining the confidentiality of your password and security of your account. Accordingly, you are solely responsible for all activities that occur under your account. You will:
- b. Immediately notify MMS support of any unauthorised use of your account and any other breach of security; and ensure that you sign out from your account at the end of each session.

PRIVACY & DATA DISCLOSURE

- a. Registered Data and other information about you and your use of MMS application will be processed in accordance with our Privacy Policy and can be accessed by your church and MMS providers.
- b. Your church and MMS may access, preserve, and disclose your information and User Content:
to its affiliated companies worldwide for the purpose of providing the MMS Services to you in an efficient manner;
- c. for the purpose of properly administering your account in accordance with the standard operating procedures of MMS or its affiliated companies; and
- d. if required to do so by law or in the good faith belief that such access, preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the Terms; (iii) respond to claims that any User Content violates the rights of third-parties; (iv) respond to your requests for customer service; or (v) protect the rights, property, or personal safety of MMS, its users and the public.

USER CONTENT AND CONDUCT

- a. You are solely responsible for all information, data, text, videos, photographs or graphics and other materials that you submit to the MMS application ("User Content"). You agree not to do anything on, or submit any User Content to, the MMS application that:
 - b. infringes any laws (e.g., defamation law) or regulations or the rights of another (e.g., the laws of copyright or privacy) or encourages others to do so;
 - i. is obscene, threatening, violent, abusive, harmful to others including minors, invasive of another's privacy, hateful, harassing, discriminatory or otherwise objectionable;
 - ii. impersonates another or misrepresents the origin or attributes (including age) of a user or User Content;
 - iii. is "spam" or any other form of unsolicited advertising, promotional materials, or commercial messages except in areas where this is expressly allowed. You can also place your advertising through the business micro-site created for every member and members can also place their adverts through the admin.
 - iv. contains or links to computer viruses, malware or any other malicious code;
 - v. disrupts or impairs the normal operation of the MMS Services, or servers or networks connected to the MMS application;
 - vi. collects User Content or user information, or otherwise accesses the MMS Services using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission; or
 - vii. reproduces, trades in or otherwise exploits for any commercial purposes, any part of the MMS Services (including User Content, advertisements, Software and your MMS ID).
- c. MMS services have no obligation to monitor User Content. MMS may reject, re-categorise or delete any User Content that is available via the MMS Services that violates the Terms or is otherwise objectionable. You must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of any User Content.
- d. The MMS Services and software embodied within the MMS application may include security components that permit digital materials to be protected. Use of these materials is subject to usage rules set by MMS or content providers who provide content to the MMS application. You may not attempt to override or circumvent any of the usage rules embedded into the MMS Services. Any unauthorised reproduction, publication, further distribution or public exhibition of any of the materials provided on the MMS Services, is strictly prohibited.

LICENCE FROM YOU TO MMS

- a. You retain copyright and any other rights you already hold in User Content that you submit, or make available through, the MMS Services. When you submit or make available User Content on publicly accessible areas (described below) of the MMS Services, you give to MMS the following licence(s):
- b. For photos, graphics, audio or video you submit or make available on publicly accessible areas of the MMS Services, you give to MMS the worldwide, royalty-free and non-exclusive licence to use, distribute, reproduce, adapt, publish, translate, create derivative works from, publicly perform and publicly display the User Content on the MMS Services:
- c. for the purposes for which that User Content was submitted; and
 - i. for the purpose of promoting the MMS property to which the User Content was submitted on the MMS application or in connection with any distribution or syndication arrangement with other organisations or individuals or their sites.

- ii. This licence exists only for as long as you continue to include the User Content on the MMS Services and will end at the time you remove, or MMS removes, the User Content from the MMS application.
- iii. For all other User Content you submit or make available for inclusion on publicly accessible areas of the MMS Services, the worldwide, royalty-free, non-exclusive, perpetual, irrevocable, and fully sub-licensable licence to use, distribute, reproduce, adapt, publish, translate, create derivative works from, publicly perform and publicly display the User Content anywhere on the MMS network with other organisations or individuals or their sites in any format or medium now known or later developed.
- iv. "Publicly accessible" areas of the MMS Services are those areas of the MMS Services that are intended by MMS to be available to the general public. By way of example, publicly accessible areas of the MMS Services would include MMS blog and other social platforms. However, publicly accessible areas of the MMS Services would not include sections of user profiles, chats/group chats that are private or limited to friends and/or family only.
- v. You are solely responsible for any personal data or information that you choose to disclose and make publicly accessible via the MMS Services. MMS is not responsible for the disclosure and public accessibility of such personal data or information. Any personal data or information (or any other User Content) posted to publicly accessible areas may remain publicly accessible indefinitely.

CONTRIBUTIONS TO MMS

- a. When you submit ideas, suggestions, documents, and/or proposals ("Contributions") to MMS through its suggestion or feedback web pages, you agree that:
- b. your Contributions do not contain confidential or proprietary information;
 - i. MMS is not under any obligation of confidentiality, express or implied, with respect to the Contributions;
 - ii. MMS will be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide;
 - iii. MMS may have something similar to the Contributions already under consideration or in development;
 - iv. Except where expressly prohibited by applicable laws, your Contributions automatically become the property of MMS without any obligation of MMS to you and you waive all moral rights; and
 - v. you are not entitled to any compensation or reimbursement of any kind from MMS under any circumstances.

INDEMNITY

- a. To the fullest extent permitted by applicable law, you agree to indemnify and hold MMS and its subsidiaries, affiliates, officers, agents, licensors, co-branders and other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of User Content you submit or otherwise make available through the MMS Services, your use of, or connection to, the MMS Services, your violation of the Terms, or your violation of any rights of another.

CHANGES TO THE MMS SERVICES

- a. MMS is constantly innovating in order to provide the best possible experience for its users. Accordingly, MMS may change, interrupt, suspend or cancel any of the MMS Services temporarily or permanently. We may not tell you beforehand about changes or interruptions that do not materially disadvantage our users or do not materially limit the usage of our services, for example, the addition of functionalities and features or a change to the registration process.
- b. In accordance with section 18, we may tell you in a reasonable amount of time in advance of any changes or cancellations of MMS Services that will materially disadvantage our users or materially limit the usage of MMS Services. This will allow you sufficient time to save any User Content that you may have in that service.
- c. For changes we need to make to meet security, legal and regulatory requirements, we may not be able to meet the timescale above. We will let you know about these changes as soon as we can.
- d. When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

CANCELLING YOUR ACCOUNT / EMAIL ADDRESS

- a. You may, at any time, cancel your MMS account, any associated email address and access to the MMS Services by simply sending your church admin an email for them to delete your account.
- b. MMS may, *without telling you*, immediately cancel or limit your access to your MMS portal, certain MMS Services and any associated email addresses for the following reasons, including:
 - 1. if you violate the Terms, including incorporated agreements or guidelines;
 - 2. requests by law enforcement or other government agencies under valid legal process;
 - 3. unexpected technical or security issues or problems.

ADVERTISEMENTS

- a. MMS may sell, license and/or display any advertising, attribution, links, promotional and/or distribution rights in connection with your User Content. MMS is entitled to retain all revenue generated from any sales or licences of such advertising, attribution, links, or promotional or distribution rights. MMS may also choose to share advertisement revenue with any associated church depending on the agreement in place.
- b. Your dealings with advertisers found on or through the MMS Services, including participation in promotions or payment and delivery of goods or services, and any other terms, conditions, guarantees or representations associated with these dealings, are solely between you and the advertiser. To the fullest extent permitted by applicable law, you agree that MMS will not be responsible for any loss or damage of any kind incurred as the result of these dealings or as the result of the presence of advertisers on the MMS Service.

EXTERNAL LINKS AND CONTENT

- a. The MMS Services may include content, applications and services from or links to external websites or resources ("External Content"). All External Content is the responsibility of the external provider and provided by them subject to their own terms. MMS has no control over and does not endorse any External Content and MMS is not responsible for the availability, accuracy or reliability of such External Content, or for any loss suffered by you based on reliance on the External Content. Any dispute you have regarding External Content on the MMS Services should be taken up with the external provider directly.

LIMITATION OF LIABILITY

- a. Unless the Terms say otherwise, MMS, its subsidiaries, affiliates and licensors, have no responsibility to you or to pay you compensation for financial loss or loss of opportunity, goodwill, reputation, business, revenue, profit, or savings you expected to make, or wasted expenditure:
- b. for any information or User Content which is lost, corrupted or mis-delivered;
 - 1. for any damage to your computer system, internet access, download or display device or loss of data that results from the download of any material;
 - 2. for any changes that MMS may make to the MMS Software;
 - 3. for the unavailability of any of the MMS Services;
 - 4. for any loss that could not have been reasonably expected because you have used the MMS Software for business; or
 - 5. for any loss you may suffer if you violate the Terms in any way, including your failure to give MMS accurate and current Registration Data, or your failure to keep your password or account details secure and confidential.
 - 6. These limitations will apply whether or not MMS has been advised of or should have been aware of the possibility of any losses arising.

NOTICE

- a. You may communicate with MMS team via the contact details provided info@mmsonline.website
- b. MMS may give you notices (such as those regarding changes to the Terms) by various methods, including message display in the dashboard area or through the regular email or through online notices on the MMS site, or other reasonable means.
- c. If you violate these Terms by accessing the MMS Services in an unauthorised manner, you may not receive notices. You agree that you are deemed to have received all notices that would have been delivered had you accessed the MMS Services in an authorised manner.

TRADEMARK INFORMATION

MMS's trademarks, trade names, service marks, and other MMS logos, brand features, and product and service names are trademarks and the property of Bezaleel Solutions Limited. You agree not to use in any manner, the MMS Marks without MMS's prior written permission

TERMS & COPYRIGHT VIOLATIONS

- a. Please report any violations of the Terms to Customer Care. For more information, please visit the MMS Help area
- b. MMS respects the intellectual property of others, and we ask our users to do the same.

CHANGES TO THESE TERMS

- a. MMS may update these Terms in the future for various reasons, including, to accommodate changes in the law or changes to the MMS Services. We may give you reasonable advance notice of any material changes before we apply them.

b. If you do not agree to the changes in the Terms, you should stop using the MMS Software.
Terms dated 29th April 2017.