



DEEVINE

Terms of Service

Legend Labs Ltd.

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Terms of Service

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These are the Terms of Service under which Legend Labs Ltd. ("we" or "us") provides the use of our DEEVINE software, web and mobile applications, and DEEVINE features.

Please read this page carefully. By using DEEVINE, "you" (whether you are a Customer, Super Administrator, Authorized User, or Individual, as described in further detail below) are indicating your acceptance to be bound by these Terms of Service. In other words, these Terms of Service are a binding contract between you and us. If you are unwilling to be bound to these Terms of Service, please do not use DEEVINE.

By entering into these Terms of Service, you further acknowledge your understanding and acceptance of our Privacy Policy.

Please note that these Terms of Service are subject to change. We may, in our sole discretion, revise the Terms of Service at any time by updating this page. You should visit this page periodically to review the Terms of Service, as these Terms of Service are legally binding upon you.

In addition, please be advised that this Agreement contains provisions that govern how disputes between us are resolved, including arbitration and a class action waiver.

1. Customers, Super Administrators, Administrators, & Individuals

DEEVINE supports four categories of users: Customers, Super Administrator, Administrators, and Individuals. Each type of user has different permissions and responsibilities, which are more fully defined below. For ease of reference, we will use the term "you" in these Terms of Service to refer to the user of DEEVINE (whether they be a Customer, Super Administrator, Authorized User, or Individual).

A. Customers

The organization (i.e., the Church) is our customer (the "Customer"). An individual fully authorized to enter into binding contracts and conduct business on behalf of the Customer must be the Super Admin (the "Super Admin") who initiates contact with DEEVINE for the creation of the DEEVINE account ("Account") on the Customer's behalf. We may require the Super Admin to provide proof of authority to enter into contracts on behalf of the Customer, and we reserve the right to suspend the Customer's access to DEEVINE until such proof is provided. Nevertheless, we specifically disclaim any liability for an Account that was opened by an unauthorized individual.

By creating an Account, Customer represents and warrants that the Super Admin has full authority to create the Account; that all registration information that the Super Admin submits is truthful and accurate; and that Customer will maintain the accuracy of such information. If any of the Account information changes, the account must be immediately updated with the current information. Information related to the Account can be changed or updated by going to the "Settings" area of DEEVINE and making changes to the relevant information. You can also contact us with questions on how to update or change your information by email at support@deevine.org.

B. Super Administrators

"Super Administrators" are users who have full access to DEEVINE and who manage the Account on behalf of the Customer. Upon the creation of the Account, the Super Admin is automatically deemed the primary Super Administrator of the Account, who can then create other admins known as "Administrators" ("Admins").

Administrators may be added or deleted by the Super Administrator. In the event a Super Administrator is deleted, the Super Administrator shall cease to have access to DEEVINE and any information within DEEVINE. In addition, a Super Administrator, acting on behalf of the Customer, may delete the Customer's entire Account and therefore all data and information related to the Account. A Super Administrator, acting on behalf of the Customer, may also rename the Account or sign up for additional features of DEEVINE. However, a Super Administrator shall not take any action or inaction that is disparaging to the Customer or contrary to the Customer's mission or instructions. We are not liable for the conduct of a Customer or a Super Administrator, including, without limitation, deletion of data, improper use of data, inappropriate information posted, violation of laws related to privacy, or any other conduct by a Customer or a Super Administrator.

Super Administrators must have full authority to enter into binding contracts and conduct business on behalf of the Customer. We may require the Super Administrators to provide proof that they have the authority to enter into contracts on behalf of the Customer. However, we specifically disclaim all liability for the actions of Super Administrators who had no authority to act on the Customer's behalf.

In the event of a conflict among Super Administrators or between a Super Administrator (or Super Administrators) and Customer, Customer must resolve the issue and provide us with written instructions on how to proceed that are signed by Customer's Lead Pastor, President, or similar presiding authority based on the Customer's structure. We will proceed based on those instructions. In the event of a conflict over the identity of the Customer's Lead Pastor, Chairperson, or President, etc., we will act in accordance with a court order that names such a person. If a dispute requires us to engage counsel, Customer agrees to pay our fees and costs. We may suspend the DEEVINE account until said conflict is resolved.

C. Administrators

"Administrators" are users who are granted permission to access DEEVINE by either (i) a Super Administrator or (ii) another Authorized User who has been given the permissions by a Super Administrator to add additional Administrators. However, Administrators will not have access to the same administrative features as Super Administrators. Administrators acknowledge and agree that a Super Administrator or another Authorized User may (a) remove their access to DEEVINE; (b) delete or change any information that they have entered into DEEVINE; or (c) delete the Customer's entire Account, which would result in the deletion of all data from Administrators.

Administrators shall not take any action or inaction that interferes with the Customer's ability to use DEEVINE, is disparaging to the Customer, or is contrary to the Customer's mission and/or instructions.

D. Individuals

"Individuals" are single users who have a connection with the Customer (e.g., a member of the congregation). Individuals can sign up to use and access certain features of DEEVINE, such as event registration and donations. However, Individuals do not have full access to all features of DEEVINE, and Individuals' accounts are linked to the corresponding Customer. This means that the Customer, Super Administrators, and/or Administrators can view information and data that Individuals have entered into DEEVINE.

Individuals acknowledge and agree that the Customer, Super Administrators, Administrators, and the Customer's agents may view, access, and use the information and data Individuals have entered into DEEVINE.

Individuals also acknowledge and agree that Super Administrators or Administrators may (a) remove their access to DEEVINE; (b) delete or change any information that such Individual has entered into DEEVINE; or (c) delete the entire Account, which would result in the deletion of all data from Individuals.

2. Responsibilities of Users

A. Responsibilities of the Customer

Customer shall ensure that Customer and all Super Administrators, Administrators, and Individuals comply with these Terms of Service and our Privacy Policy. Customer further represents and warrants that Customer is responsible for Customer as well as the conduct of the Super Administrators, Administrators, and Individuals under Customer's Account. Customer agrees to hold us harmless for the conduct of Customer and Customer's Super Administrators, Administrators, and Individuals. Customer shall cooperate with us in ensuring that Customer and Customer's Super Administrators, Administrators, and Individuals comply with these Terms of Service.

Some of the features of DEEVINE allow the Customer, Super Administrators, Administrators, and Individuals to enter content, information, or data into DEEVINE ("Customer Data"). Customer Data may include or incorporate information related to third-party individuals – for example, the names and addresses of Customer's members, children, and youth participants in Customer's programs, and donations ("Third-Party Information"). Third-Party Information may also include data about minors, such as names, birthdates, household affiliations, allergies, attendance records, etc. Customer represents and warrants that Customer has the appropriate legal basis, including, where required, verifiable parental or guardian consent, to enter such Customer Data and Third-Party Information into DEEVINE.

Customer further understands and agrees that it shall bear full responsibility for the Customer Data and Third-Party Information, including children's data, and shall solely resolve all disputes involving the Third-Party Information.

If we are contacted by a person who has a dispute related to the Customer Data or Third-Party Information, we will notify the Customer within 45 days. We have the right to suspend or terminate the DEEVINE account until the Customer and said person resolve their dispute. Customer represents and warrants that it will hold us harmless from all claims and disputes related to the Customer Data and Third-Party Information.

To be clear, Customer is responsible for complying with all applicable laws, rules, and regulations, and represents and warrants that Customer and Customer's Super Administrators, Administrators, and Individuals will not use DEEVINE in a manner that violates the laws, rules, and regulations in the applicable jurisdiction.

B. Responsibilities of Super Administrators

Super Administrators shall follow the instructions of the Customer and shall comply with the Customer's policies and practices that are relevant to the use of DEEVINE. Super Administrators shall also provide us with all necessary rights, permissions, and/or consents necessary to grant us the rights and licenses in these Terms of Service, and all rights, permissions, and/or consents necessary for the lawful use and transmission of personal information and data that is required for the use and operation of DEEVINE.

Furthermore, Super Administrators shall (a) ensure that Administrators and Individuals understand and comply

with all Customer policies and practices that are relevant to their use of DEEVINE; (b) ensure that the Administrators and Individuals understand and comply with these Terms of Service and our Privacy Policy; (c) obtain all rights, permissions and/or consents from others, including Administrators and Individuals, that are necessary to grant us the rights and licenses in these Terms of Service, i.e., obtaining the required consents pursuant to Section 3.C, Requirements for Use of DEEVINE – Be over the age of 13; and (d) obtain all rights, permissions, and consents from others, including Administrators and Individuals, for the lawful use and transmission of their personal information and data that is required for their use and operation of DEEVINE. Super Administrators shall cooperate with us in ensuring that they, Customer, Administrators, and Individuals comply with these Terms of Service.

C. Responsibilities of Administrators and Individuals

Administrators and Individuals shall follow the instructions of Super Administrators and customers. Administrators and Individuals shall: (a) comply with all Customer policies and practices that are relevant to the use of DEEVINE; (b) comply with these Terms of Service and our Privacy Policy; (c) provide the Customer and Super Administrators with all rights, permissions, and consents that are necessary to grant us the rights and licenses in these Terms of Service; and (d) provide all permissions and consents to the Customer and Super Administrators for the lawful use and transmission of their personal information and data that is required for the use and operation of DEEVINE.

D. Responsibilities of all Users

All users of DEEVINE are responsible for their respective usernames, passwords, pins, and the security of their DEEVINE accounts. You may never use another's username and password. You may not allow others to access or use DEEVINE with your unique username, password, or other security code. You agree to notify us immediately of any breach of security or unauthorized use of your account. You acknowledge and agree that we will not be liable for any losses caused by any unauthorized use of your username and password. You shall keep your account password secure and take appropriate measures to safeguard the security of your username, password, and electronic device(s).

In addition, all users of DEEVINE are responsible for providing their legal full name, a valid email address or mobile phone number, and any other information requested to complete the signup process. If any of this information changes, the information must be immediately updated with the current information. Information can be changed or updated by going to the "Profile" area of DEEVINE and modifying the pertinent information. All users can also contact us with questions on how to update or change their information by email at support@deevine.org.

Finally, all users of DEEVINE shall be responsible for complying with these Terms of Service and further understand and agree that they are responsible for all information, data, and content that they enter into DEEVINE, and all activity that occurs while using DEEVINE.

3. Requirements For Use of DEEVINE

A. Use DEEVINE only for acceptable uses and not for any illegal or prohibited purpose

As one of the conditions of your use of DEEVINE, you represent, warrant, and agree that you will not use (or plan, encourage, or help others to use) DEEVINE for anything other than to organize, schedule, manage, and participate in events and programs related to non-profit or spiritual missions, such as worship services,

volunteers, member communications, donations, and related administrative activities (the “Intended Purpose”).

B. Comply with laws in your jurisdiction

Recognizing the global nature of the Internet, you agree to comply with all local laws and rules regarding online conduct and acceptable data. Specifically, you agree to comply with all applicable laws of your jurisdiction regarding the transmission of technical data and personally identifiable information exported from Nigeria or the country in which you reside.

C. Be over the age of 13

You must be at least the age of 13 to use DEEVINE. If you are between 13 and the age of legal majority in your jurisdiction, the Super Administrator must secure and verify the consent of a parent or guardian who agrees to be bound to these terms to use or access DEEVINE. To be clear, you may not use or access DEEVINE if you are under the age of 13. Any use or access to DEEVINE by anyone under the age of 13 is strictly prohibited and in violation of these Terms of Service. By using DEEVINE, you represent and warrant that you are over the age of 13 and you have (or, if you are between the age of 13 and the age of legal majority, your parent or guardian represents) the full right, power, and authority to enter into these Terms of Service and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into these Terms of Service. Customer represents and warrants that Customer is fully responsible for making sure Customer and Customer’s Super Administrators, Administrators, and Individuals comply with this paragraph and the Terms of Service.

D. Not previously prohibited from using DEEVINE

DEEVINE may not be used by anyone we previously prohibited from using DEEVINE.

E. Be a human

Accounts registered by “bots” or other automated methods are not permitted.

F. Only sign up for one (1) free account

One Customer (i.e., organization) may not maintain more than one (1) free account.

G. Don’t use DEEVINE to confuse or mislead others

Many features of DEEVINE allow users to connect and communicate with others. For example, the Customer is provided with a subdomain that allows the Customer and other users to access information and communicate with the Customer once they create a login. You may not use DEEVINE or features of DEEVINE (e.g., Church Center, the DEEVINE Circle group) to confuse or mislead others. For instance, you may not create a confusing or misleading subdomain for Church Center, you may not use a Church Center subdomain to infringe on others’ intellectual property rights, and you may not use any feature of DEEVINE to spoof or impersonate us or others. We may suspend or terminate your access to DEEVINE, in whole or in part, if we suspect you are using DEEVINE (or a feature of DEEVINE) to confuse or mislead others.

4. Acceptable Use of DEEVINE

You agree that you will only use DEEVINE for our Intended Purpose. You specifically agree that you will **NOT**:

- Use DEEVINE if you are under the age of 13.

- Use DEEVINE to upload, post, email, otherwise transmit, or post links to any content or information that exploits the images of children under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age without verifiable parental or guardian consent.
- Use DEEVINE to “stalk” or otherwise harass another.
- Use DEEVINE to impersonate any person or entity, including, but not limited to, falsely stating or otherwise misrepresenting your affiliation with a person or entity.
- When signing up for DEEVINE, use a misleading email address or enter false and/or misleading information into DEEVINE regarding the Customer.
- Use DEEVINE to upload, post, email, otherwise transmit, or post links to any content or information that you do not have a right to transmit under any law or regulation or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- Use DEEVINE to upload, post, email, or otherwise transmit, or post links to any content or information that facilitates hacking.
- Use DEEVINE to upload, post, email, otherwise transmit, or post links to any content or information that infringes any patent, trademark, service mark, trade secret, copyright, or other proprietary rights of any party, or contributing to inducing or facilitating such infringement.
- Use DEEVINE to upload, post, email, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation.
- Use DEEVINE to upload, post, email, otherwise transmit, or post links to any material that contains software viruses, worms, Trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of DEEVINE.
- Use automated means, including spiders, robots, crawlers, or the like, to download data from any of our databases, unless said means is by an API that we have specifically approved.
- Conduct your own contests and promotions using DEEVINE, or use DEEVINE to upload, post, email, otherwise transmit, or post links to any information regarding any raffle, contest, or game requiring a fee by participants.
- Incorporate information or content from DEEVINE into any email or “white pages” products or services, whether browser-based, based on proprietary client-site applications, web-based, or otherwise.
- Sell, distribute, or make any commercial use of Third-Party Information in a manner that could be expected to offend the person for whom the Third-Party Information is relevant.
- Engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of DEEVINE in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access DEEVINE in a manner that sends more request messages to our servers than a human can reasonably produce in the same period of time by using a conventional web browser, unless said system is by an API that is specifically approved of by us.
- Interfere with or disrupt DEEVINE or servers or networks connected to DEEVINE.

- Decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from, or sublicense any work, including but not limited to software which is deployed in connection with DEEVINE.
- Upload, post, email, otherwise transmit, or post links to any material, or act in any manner that is offensive or contrary to the spirit of these Terms of Service.
- Collect, store, or transmit the following categories of content or data via DEEVINE unless expressly authorized by us:
 - **Financial information outside of DEEVINE's authorized payment collection systems** – Do not collect banking details, credit card numbers, or similar financial information outside the secure infrastructure of our designated financial tools.
 - **Health information beyond limited emergency notes:** DEEVINE is not designed to collect or manage medical records, diagnoses, immunization histories, or treatment plans. DEEVINE supports a basic notes field intended solely for recording limited, relevant emergency information (such as allergies, chronic conditions, or care instructions) that may be necessary for volunteers or staff during events or services.
 - **Sensitive or explicit imagery** – You may not upload or transmit any content containing nudity, sexually explicit material, or other graphic content that would be inappropriate or misaligned with DEEVINE's values.
 - **Unprotected speech** – You may not use DEEVINE to organize, promote, or glorify unlawful violence, hate crimes, terrorism, or incitement to physical harm. This includes content considered "unprotected speech" under applicable law.
 - **Personal data collected for resale** – DEEVINE must not be used to collect personal information (including names, emails, or demographics) with the intention of selling, licensing, or transferring that data to third parties for commercial gain.
 - **Social Security Numbers and personal government-issued ID numbers** – DEEVINE must not be used to collect, enter, or store personal identifiers such as Social Security Numbers (SSNs), National Identification Numbers (NIN), international equivalents such as national insurance numbers, passport numbers, or driver's license numbers. These identifiers are not needed for DEEVINE's functionality and must not be entered into any field within the platform. However, this restriction for Social Security Numbers, National Identification Numbers, and other personal government-issued ID numbers does not apply to (i) Organizational tax identifiers (e.g., EINs or TINs) which may be entered in designated fields when setting up the "Giving" feature of DEEVINE, (ii) Background check integrations where such identifiers may be required by third-party screening providers, and in these cases, personal data must be entered directly into the background check provider's secure system (DEEVINE does not store or transmit these identifiers); and (iii) cases where such information is used for necessary verification purposes, where DEEVINE may request government-issued identification directly from an individual only when necessary to verify identity in connection with account ownership, access disputes, or legal compliance (this information will be collected securely and used solely for verification).

5. Service Data Controller and Processor

With respect to Customer Data and Third-Party Information that Customer, Super Administrators, Administrators, and Individuals enter into DEEVINE, we act as a data processor, as defined under the Nigeria Data Protection Act, 2023 ("NDPA 2023"), processing such data on behalf of and under the instructions of the Customer. With respect to account registration, billing, and other administrative information that we collect directly from users for the purpose of operating and providing DEEVINE, we may act as a data

controller under the NDPA 2023. In either capacity, we will not retain, use, or disclose your data, including personal information, for any purpose other than as we specify in our Privacy Policy. Please review our Privacy Policy for information on how we use the data we collect and/or process.

6. Monitoring & Security

A. Monitoring and Moderation Technology

We have no obligation to monitor DEEVINE or your use of DEEVINE. However, you acknowledge and agree that we have the right to monitor DEEVINE electronically from time to time and to disclose any information that we deem necessary to satisfy any law, regulation, or other governmental request, to operate DEEVINE properly, or to protect ourselves or our users, affiliates, partners, and contracted parties, as discussed in further detail in our Privacy Policy.

You also acknowledge and agree that we may use automated tools and human moderation to detect and act on prohibited content that is used, uploaded, sent, or received through DEEVINE. Our moderation technology includes tools that help us recognize known illegal content and detect violations of our terms based on text and content. We also may rely on user reports, trusted flaggers, law enforcement reports, and reports we receive from third parties. If our content moderation technology or team flags excessive content from you, then we reserve the right to suspend or terminate your access to DEEVINE.

B. Security

While we take the security of DEEVINE very seriously, we cannot ensure or guarantee the security of DEEVINE. Any such use shall be at your sole risk, and you shall relieve us and our affiliates of all liability in connection therewith.

7. Billing and Payments

A. Paid Subscription

Some features of DEEVINE require a paid subscription. By subscribing to a paid plan, you agree to pay the applicable fees for your selected plan.

Subscription pricing is available on our website or may be provided during the subscription process. We reserve the right to update our pricing from time to time. Any pricing changes will apply only to future billing periods, and we will provide reasonable notice where required by applicable law.

B. Billing Cycle

Unless otherwise stated, subscriptions are billed regularly (monthly or annually, depending on the plan you choose).

By subscribing to a paid plan, you authorize Legend Labs Ltd., or our third-party payment providers, to automatically charge your selected payment method at the beginning of each billing cycle until your subscription is cancelled. Payments are securely processed by trusted third-party payment providers, such as Paystack, Stripe, or other payment processors we may designate from time to time.

We do not collect or store your complete payment card information. DEEVINE may allow churches and other organizations to receive payments, donations, tithes, offerings, event fees, or other contributions through the Services.

Where payments are processed through a third-party payment provider integrated with DEEVINE, the transaction is processed by the applicable provider in accordance with its own terms and privacy policy. Legend Labs Ltd. and DEEVINE are not a party to, and are not responsible or liable for, any payments, donations, refunds, disputes, chargebacks, fraud, or other issues arising from payments made directly to a church or organization or through a payment provider chosen by the church.

C. Automatic Renewal

Your subscription will automatically renew at the end of each billing period unless you cancel it before the next renewal date.

If automatic renewal is successful, your subscription will continue without interruption, and the applicable subscription fee will be charged using your selected payment method.

D. Failed Payments

If a payment cannot be successfully processed, we may retry the payment, suspend access to paid features, or downgrade your subscription until payment is successfully received.

E. Taxes on Subscription Fees

Unless otherwise stated, subscription fees are exclusive of any applicable taxes, levies, or government charges. You are responsible for paying any taxes that apply to your subscription, where required by law.

F. Cancellation of Subscription

You may cancel your subscription at any time through your DEEVINE account settings or by contacting our support team. Cancellation will take effect at the end of your current billing period unless otherwise stated. Fees already paid are generally non-refundable except where required by applicable law or as expressly stated in our Refund Policy (Section 7.K, below).

G. Pricing Information

For the latest subscription plans and pricing, please visit <https://deevine.org/pricing> or contact us through <https://deevine.org/contact>.

H. Donations and Payments Made Through Features of DEEVINE

You may wish to donate through Giving or pay for a product or service through a feature of DEEVINE, such as Registrations. These payments are processed as described in Section 7.I, below.

You acknowledge and agree that we are not responsible for, and shall not be held liable for, (i) your use of DEEVINE, including features of DEEVINE such as Giving or Registrations; and (ii) donations or payments sent through features of DEEVINE such as Giving or Registrations. You shall hold us harmless for any claims or damages arising out of, or relating to, your use of DEEVINE or donations or payments sent through features of DEEVINE, such as Giving and Registration.

All disputes arising out of, or relating to, donations or payments sent through features of DEEVINE, such as Giving or Registrations, must be resolved between you and the Customer or you and the applicable

Third-party payment processor (e.g., Stripe or Paystack). If such a dispute requires us to engage counsel, you agree to pay our fees and costs. Until said dispute resolves, we, in our sole discretion, may terminate your access to DEEVINE, terminate the entire DEEVINE Account at issue, or suspend your access to DEEVINE.

I. How Payments are Processed

Credit card payments are processed through a third-party payment processor, which is currently Stripe for international transactions and Paystack for local transactions. You agree that all information you provide to this third-party payment processor will be accurate and complete. You agree to pay all charges incurred by you at the prices in effect when such charges are incurred. You further agree that you are responsible for paying any sales and use taxes that may apply to purchases or donations. We are in no way responsible for any charges you incur when making purchases, donations, or other transactions. We may retain sufficient personal information from your transaction to report to the Federal Inland Revenue Service (FIRS) or other applicable government or tax authority, and we may retain such information for at least the minimum statutory period. Customers specifically acknowledge and agree that Customer is responsible for the use of data related to tracking donations through DEEVINE. You further acknowledge and agree that DEEVINE is not responsible for disputes arising out of, or related to, your use of our third-party payment processors (Stripe or Paystack).

Our third-party payment service providers (Stripe/Paystack) may receive updated payment/banking information from your credit card or payment method issuer. The disbursement of this updated information is provided at the discretion of your credit card and payment method issuer. Our third-party payment service providers are not responsible for the distribution of your credit card or payment method information – it is at the sole election of your credit card company or payment method issuer. Your credit card company or payment method issuer may give you the right to opt out. It is your responsibility to contact your credit card or payment method issuer regarding your right to opt out.

Payments for Accounts via check or bank transfer are processed through our banking institution.

In the event your credit card expires or cannot be charged, or in the event your check bounces or cannot be cashed by us, we may suspend DEEVINE until you remit payment. We will not be responsible for any costs, expenses, or liabilities arising out of or related to the termination or suspension of DEEVINE.

J. Account Upgrades & Downgrades

When you upgrade your Account subscription level of DEEVINE, the new features will be available to you immediately upon upgrade, and the new charges will appear on your next billing cycle unless a free trial is available for those particular new features. If you sign up for a free trial of DEEVINE, we will send you an email ten (10) days before the free trial ends, reminding you that (a) the free trial is concluding in ten days, and (b) new charges will appear on the billing cycle after the free trial is finished. Please note that when you upgrade from the free account to a paid account, you will be billed and charged for your first month immediately upon upgrading and each month after that as described above in Section 7.A (Paid Subscription).

You may also downgrade your Account subscription level of DEEVINE. Downgrading may cause the loss of content, information, features, or capacity of your Account. We shall not be liable for any such loss. For any upgrade or downgrade in the Account plan level, the payment method you provided will automatically be charged the new rate on your next billing cycle. If you pay by check, your statement will reflect the new rate.

K. Refund Policy

DEEVINE Accounts are billed in advance on a monthly basis and are non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for unused months of DEEVINE. In order to treat everyone equally, no exceptions will be made.

Donations and payments made through DEEVINE features such as Giving are non-refundable by DEEVINE, and any disputes arising out of or related to donations or payments made through DEEVINE must be resolved in accordance with Section 7.H, above.

L. Sales Tax and Tax Exemption Certificates

We collect sales tax when we are obligated to do so, as determined by our tax advisor and applicable law. Sales tax is non-refundable. If you have a valid Tax Exemption Certificate, then we will abide by the law regarding charging you sales tax, provided that you provide us with your valid Tax Exemption Certificate for our records. We will retain your Tax Exemption Certificate, as well as all tax records related to you, even after you are fully deleted from our system in all other respects.

8. Cancellation & Termination

Customer is solely responsible for properly cancelling Customer's Account. An email or phone request to cancel the Account is not considered a cancellation. To cancel the Account, a Super Administrator must click on the "Accounts" link in the global navigation bar at the top of the screen. The Accounts screen provides a simple, no-questions-asked cancellation link for each application. If you have questions regarding cancelling an Account, we are happy to help. Just email us at support@deevine.org. However, please be aware that after cancelling the Account, you will no longer have access to DEEVINE, and all Customer Data will be deleted after one year from the date of cancellation, in accordance with our Privacy Policy. Customer Data that is deleted is NOT recoverable. Thus, the Super Administrator who is cancelling the Account on behalf of the Customer must have the Customer's full authorization and consent. By cancelling the Account, the Super Administrator taking such action represents and warrants that consent to cancel the Account has been properly secured from the Customer.

We, in our sole discretion, have the right to suspend or terminate your Account and refuse any and all current or future use of DEEVINE for any reason at any time, including a violation of these Terms of Service. In addition, in the event you fail to remit payment for DEEVINE, we shall suspend your account and, after 30 days, terminate your Account. In the event we terminate your Account, the termination will result in (i) the deactivation or deletion of your Account, and (ii) the forfeiture and relinquishment of all Customer Data after one year from the date of termination has passed. After termination, you will no longer have access to DEEVINE.

If your Account is cancelled or terminated before the end of the month that is currently paid for, your cancellation/termination will take effect immediately, and you will not be charged again. However, we do not offer refunds if your Account is cancelled or terminated before the end of the month.

We shall not be responsible for any costs, expenses, or liabilities arising out of or related to the cancellation or termination of your Account.

9. Changes to DEEVINE Services and Pricing

We reserve the right to modify or discontinue, temporarily or permanently, DEEVINE (or any part thereof), with or without notice.

Prices for DEEVINE, including but not limited to monthly subscription fees to DEEVINE, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to our website (<https://deevine.org>) and by emailing Customer to the Super Administrators' email addresses provided through DEEVINE. Customer agrees to receive such emails regarding pricing changes.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of DEEVINE.

10. Special Terms for Chat Services

A. Chat Services

We offer a chat feature that allows you to message in real time with Administrators and Individuals connected with the Customer (the "Chat Feature"). You represent and warrant that you will not use the Chat Feature in any manner that is contrary to these Terms of Service, including to harass others. You further represent and warrant that you are responsible for your use of the Chat Feature. If you are a Customer, you agree to indemnify us for all damages arising out of, or relating to, the use of the Chat Feature by you, your Super Administrators, your Administrators, and Individuals connected with your organization. You further acknowledge and agree that we are not responsible for the actions (or inactions) of you or other users within the Chat Feature.

Please note that your chat history (including all content and information you submit and receive through the Chat Feature) may be stored in our system. You acknowledge and agree that WE DO NOT GUARANTEE OR PROMISE THAT YOUR CHAT HISTORY IS PRIVATE. To be clear, your chat history is used, accessed, stored, deleted, and disclosed as described in these Terms of Service and our Privacy Policy. We also may monitor, block, suspend, or delete your chats and/or chat history. We also may, but do not guarantee that we will, store data related to who you chat with and the first 1000 characters of each message in accordance with our Privacy Policy and these Terms of Service.

11. Intellectual Property Rights, Content Ownership & Third-Party Services

A. Our Intellectual Property

DEEVINE, including but not limited to text, graphics, images, logos, buttons, icons, software, and other materials and the overall "look" and "feel" of DEEVINE, are the sole property of Legend Labs Ltd. and are the protected patents, copyrights, trademarks, and service marks of Legend Labs Ltd. (the "DEEVINE IP"). Content which is not created by us, including all other third-party product and service marks, is the trademark and copyright of their respective owners. Unauthorized use of the DEEVINE IP may violate copyright, trademark, and other laws. You may not reproduce, modify, display, sell, or distribute the DEEVINE IP unless you obtain our explicit written consent. We grant you a license to use the DEEVINE IP for the sole purpose of accessing and using DEEVINE for our Intended Purpose.

B. Your Intellectual Property

We claim no intellectual property rights over the Customer Data – the Customer Data remains yours. However, we ask that you respect the law, and not violate anyone's intellectual property rights. Thus, you represent and warrant that:

- The Customer Data does not and will not violate third-party rights of any kind, including without limitation third-party copyrights, trademarks, or rights of privacy or publicity.
- The Customer Data does not violate these Terms of Service.
- There is no suit action or claim or other legal or administrative proceeding now pending or threatened which might directly or indirectly affect any of the Customer Data, or which might in any way impair the rights granted by you under these Terms of Service.
- You own all right, title and interest in the Customer Data, or, if the Customer Data incorporates (i) content/information created by another individual/entity or (ii) content/information from and/or about another individual/entity (collectively, "Additional Content"), you represent and warrant that you have all rights, licenses and applicable permissions required by law to post and use the Additional Content.

C. Other's Content

While using DEEVINE, you shall not post, display, share, upload, use, or submit any information or content that is not yours without the appropriate permissions. Specifically, if you post, display, share, upload, use, or submit Additional Content, you represent and warrant that you have all rights, licenses, and applicable permissions required by law to post and use the Additional Content. As such, you shall hold us harmless from all claims and/or disputes related to the Additional Content.

D. Licenses

You expressly grant us, and you represent and warrant that you have all rights necessary to grant to us, a worldwide, non-exclusive, sublicensable, transferable, perpetual and irrevocable license to use the Customer Data and Additional Content to provide DEEVINE.

E. Third-Party Services and Intellectual Property

We use several third parties to make certain features of DEEVINE available to you, including but not limited to Stripe, Paystack, Checkr, YouTube, RehearsalMix, SongSelect, and PraiseCharts ("Third-Party Services"). You agree to be bound by these third-party licenses of software and/or content, and you further agree to abide by the terms of use and privacy policies of these Third-Party Services ("Third-Party Terms"). You agree that we shall not be liable for the acts or omissions of the providers of Third-Party Services, and that we shall not be responsible for any remedies set forth in Third-Party Terms. We do not warrant any Third-Party Services, and you acknowledge and agree that Third-Party Services are provided "As-Is" without warranties of any kind.

F. Content Moderation and Removal

As discussed above in Section 6 (Monitoring & Security), we may use automated tools and human moderation to moderate Customer Data, Additional Content, or other content that you use, upload, send, or receive through DEEVINE. You acknowledge and agree that we may delete, suspend, or block such content if it is flagged by our moderation team or technology, or if the content otherwise violates these Terms of Service or the law.

G. Copyright Act 2022

We are committed to protecting copyrights and expect our users to do the same. We abide by Nigeria's Copyright Act, 2022 (the "Copyright Act"). If the owner of a proprietary work believes that a user of DEEV- INE is using his/her/its proprietary work and that work has been copied in a way that constitutes a copyright infringement, please send us a written notification to our designated agent at the following address:

Legend Labs Ltd

Unit 2, Block R2, Road 1, Lekki Gardens Phase 5, Ajah, Lagos State

Email: support@deevine.org

The written notification should include substantially the following information, and to expedite our ability to process the notification, please use the following format:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work that the copyright owner claims has been infringed;
- Identification of the material that is claimed to be infringing and where it is located on/in DEEVINE;
- Information reasonably sufficient to permit Legend Labs Ltd. to contact the copyright owner, such as his/her/its address, telephone number, and e-mail address;
- A statement that the copyright owner (or his/her/its representative) has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- A statement, made under penalty of perjury, that the above information is accurate, and that the signatory is the copyright owner or is authorized to act on behalf of the owner.

If you disagree that you are infringing on another's work, you may elect to send us a counter notice. To be effective, your counter notice must be a written communication provided to our designated agent that includes substantially the following information, and to expedite our ability to process the counter notification, please use the following format:

- A physical or electronic signature.
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- Your name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of the courts sitting in Lagos, Nigeria (or, if the subscriber's address is outside of Nigeria, any judicial district in which the service provider may be found), and that the subscriber will accept service of process from the person who provided notification under the relevant laws or an agent of such person.

Please also note that under the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability. All reports and inquiries will be kept confidential, except to the extent necessary to investigate any alleged violation and enforce the terms and conditions of these Terms of Service. These Terms of Service are not legal advice, and before sending either a copyright infringement notification or counter notification, you may wish to contact a lawyer to better understand your rights and obligations under the Copyright Act and other applicable laws.

The following notice requirements are intended to comply with our rights and obligations under the Copyright Act and do not constitute legal advice. Where applicable, we will comply with the procedures outlined in the Copyright Act.

12. AI Policy

Without in any way limiting our exclusive rights under copyright, any use of DEEVINE to 'train' generative artificial intelligence (AI) technologies to generate text or other content is expressly prohibited. We reserve all rights to license uses of DEEVINE for generative AI training and development of machine learning language models.

13. Indemnification

You agree to defend, indemnify and hold harmless Legend Labs Ltd. and its employees, officers, directors and agents from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from: your breach of these Terms of Service, your breach of representations and warranties made in these Terms of Service, your violation of any other person's intellectual property, your conduct (including but not limited to violations of the law), and your use of DEEVINE.

Customer specifically agrees to defend, indemnify and hold harmless Legend Labs Ltd. and its employees, officers and directors from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from the actions or inactions of Customer and Customer's Super Administrators, Administrators, and Individuals.

14. Disclaimers & Warranties

A. Release and Limitations of Liability

You agree to release Legend Labs Ltd. and our employees, directors and officers from any claims, demands and damages (actual, consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with these Terms of Service and/or your use of DEEVINE.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, INCOME, OR DAMAGES RESULTING FROM LOST DATA, INACCURATE INFORMATION, OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, DEEVINE AND/OR THE CONTENT WITHIN DEEVINE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF THIS EXCLUSION OR LIMITATION OF LIABILITY IS HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN OUR MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES SHALL NOT EXCEED THE GREATER OF (I) THE AMOUNT PAID BY YOU FOR DEEVINE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (II) ONE HUNDRED US DOLLARS (USD \$100).

B. Warranties

By entering into these Terms of Service you acknowledge and agree that we are simply providing DEEVINE for free, or at times for a fee, and that we make no warranties of any kind relating to DEEVINE, any data or content contained within or related to DEEVINE, any data or content available through DEEVINE, and documents or information available through DEEVINE. Furthermore, nothing on or within DEEVINE shall be considered an endorsement, representation, assumption of responsibility, or warranty with respect to any third party, whether in regard to their website, products, technologies, services, business practices, or otherwise.

WE DO NOT WARRANT THAT DEEVINE, OR THE CONTENT AVAILABLE ON OR THROUGH DEEVINE, WILL MEET YOUR EXPECTATIONS, OPERATE ERROR-FREE, OR BE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF DEEVINE RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE FOR THOSE COSTS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF DEEVINE AND THE INTERNET IN GENERAL. DEEVINE IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. LEGEND LABS LTD., TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF DEEVINE, OR THE SOFTWARE, TEXT, GRAPHICS AND LINKS CONNECTED WITH DEEVINE.

C. Limitation of Actions

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, or relating to, your use of DEEVINE must be filed within one (1) year after such claim or cause of action arises, or forever be barred.

15. Email Notifications & Your Communications With Us Regarding Improvements to DEEVINE

A. Email Notification & How to Opt-Out

You acknowledge and agree that by providing us with your email address, you grant consent for us to send you notices related to DEEVINE, including any notices required by law, in lieu of communication by postal mail. Therefore, you must make sure your email address listed under your "Account Information" section is current and accurate. If you do not want to receive legal notices through email messages, and prefer to receive legal notices by mail, please contact us at the address provided below. If you do not want to receive non-legal notices by email, please opt out by contacting us at support@deevine.org.

B. Your Communications With Us Regarding Improvements to DEEVINE

You may contact us by email, phone, or mail at the address provided below. If you contact us, you agree that if you have ideas regarding improvements or additions to us, we would like to hear them – but any submission will be subject to these Terms of Service.

UNDER NO CIRCUMSTANCES SHALL ANY DISCLOSURE OF ANY IDEA OR RELATED MATERIALS TO US BE SUBJECT TO ANY OBLIGATION OF CONFIDENTIALITY OR EXPECTATION OF COMPENSATION. BY SUBMITTING THE IDEA AND/OR ANY RELATED MATERIAL TO US, YOU ARE WAIVING ANY AND ALL RIGHTS THAT YOU MAY HAVE IN THE IDEA OR ANY RELATED MATERIALS AND ARE REPRESENTING AND WARRANTING TO US THAT

THE IDEA AND/OR RELATED MATERIALS ARE WHOLLY ORIGINAL WITH YOU, THAT NO ONE ELSE HAS ANY RIGHTS IN THE IDEA AND/OR MATERIALS AND THAT WE ARE FREE TO IMPLEMENT THE IDEA AND TO USE THE MATERIALS IF IT SO DESIRES, AS PROVIDED OR AS MODIFIED BY US, WITHOUT OBTAINING PERMISSION OR LICENSE FROM ANY THIRD-PARTY.

16. Arbitration, Class Action Waiver, & Opt-Out Mechanism

A. Arbitration

Please read this Section carefully. It is part of your agreement with us, and it affects your rights. It contains procedures for **MANDATORY BINDING ARBITRATION**.

You agree that any dispute related to this Agreement, your use of DEEVINE, or any dispute related to your relationship with Legend Labs Ltd. or our affiliates, directors, officers, agents, shareholders, members, subsidiaries, parents, shall be submitted to binding arbitration under the Arbitration and Mediation Act 2023, with the Lagos Court of Arbitration (LCA) Rules 2024 as the procedural rules. The preceding shall govern all aspects of the arbitration you bring, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Arbitration Agreement. The arbitration shall be conducted by a single arbitrator, with the prevailing party to receive all costs and attorney fees. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

B. Class Action Waiver

Please read this Section carefully. It is part of your agreement with us and affects your rights. It contains a **WAIVER OF YOUR CLASS ACTION RIGHTS**.

ALL CLAIMS AND DISPUTES BETWEEN YOU AND LEGEND LABS LTD. MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

C. 30-Day Right to Opt-Out of Arbitration & Class Action Waiver

You have the right to opt out of the Arbitration and Class Action Waiver Provisions of this Agreement by sending written notice of your decision to opt out to either Legend Labs Ltd., Unit 2, Block R2, Road 1, Lekki Gardens Phase 5, Ajah, Lagos State or support@deevine.org with the subject line: "Opt-Out of Arbitration and Class Action Waiver Provisions" within (i) 30 days from the date you first create an Account if you are opting out the Organization, or (ii) within 30 days of first using DEEVINE if you are a Super Administrator, Authorized User, or Individual. If you are opting out for Customer, you must have your opt out request come from Customer's Lead Pastor, Chief Executive or President, and your opt out notice must make it clear that Customer is opting out of arbitration. If you send this notice, then the Arbitration and Class Action Waiver Provisions will not apply, and you must instead bring claims per Section 17.D, entitled "Governing Law and Jurisdiction," which sets out the court that will have jurisdiction over disputes for parties who have validly opted out. If you do not send this notice, then you agree to be bound by the terms of the Arbitration and Class Action Waiver Provisions in this Section. Agreeing to arbitration and waiving your rights to a jury trial and class action participation is an important decision for you to make. It can shorten the litigation process and result in cost savings, but it also takes away certain rights, such as the right to a trial in front of your peers. Thus, please take time to carefully consider the Arbitration and Class Action Waiver Provisions of this

Agreement. Since the information provided in these Terms of Service is not intended to contain a complete explanation of the consequences of arbitration, class action, or jury waiver, you may want to consult an attorney.

17. Miscellaneous Provisions

A. Use DEEVINE at Your Own Risk

Your use of DEEVINE is at your sole risk. DEEVINE is provided on an “as is” and “as available” basis.

B. Access Outside Nigeria

We make no claims that DEEVINE is appropriate or legal to be viewed by certain persons or in certain countries. If you access DEEVINE from outside of Nigeria, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

C. No Waiver and Partial Validity

The failure of Legend Labs Ltd. to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. This Terms of Service constitutes the entire agreement between you and Legend Labs Ltd. and governs your use of DEEVINE, superseding any prior agreements between you and Legend Labs Ltd. (including, but not limited to, any prior versions of the Terms of Service).

If any provision of these Terms of Service is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Service, which shall remain in full force and effect. No waiver of any term of the Terms of Service shall be deemed a further or continuing waiver of such term or any other term.

D. Governing Law and Jurisdiction

These Terms of Service are governed by the laws of the Federal Republic of Nigeria without respect to its conflict of laws principles. Except as provided below, any claim arising under or relating to these Terms of Service shall be resolved exclusively through binding arbitration in Lagos, Nigeria, as set forth in Section 16. Where a party has validly opted out of arbitration in accordance with Section 16.C, such claims shall instead be subject to the exclusive jurisdiction of the courts sitting in Lagos, Nigeria.

E. Entire Agreement

These terms constitute Legend Labs Ltd.'s entire binding Terms of Service, and supersede any and all prior understanding, statements or representations, whether electronic, oral or written, regarding DEEVINE and/or Legend Labs Ltd.'s products and services.

F. Digital Admissibility

You hereby agree that a printed version of these Terms of Service shall be admissible in judicial or administrative proceedings and is subject to the same conditions as other agreements, business documents or records originally generated, entered into, signed or maintained in printed form.

18. Questions & Our Contact Information

Any questions or concerns should be addressed to our support team at support@deevine.org or by mail at:

Legend Labs Ltd.

Unit 2, Block R2, Road 1, Lekki Gardens Phase 5, Ajah,
Lagos State, Nigeria