

## NEUMA CARE APP – USER AGREEMENT

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**PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT IS LEGALLY BINDING BETWEEN YOU ("YOU" OR "YOUR") AND BRIDGE CHURCH INC, KNOWN AS NEUMA CHURCH, ("NEUMA", "WE", "US" OR "OUR"). BY ACCESSING AND/OR USING THE NEUMA CARE APPLICATION ("APP") AND ANY CONTENT, SERVICES, AND PRODUCTS AVAILABLE THROUGH THE APP, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ABIDE BY THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORISED TO ACCESS OR USE THE NEUMA CARE APP.**

The App is owned and operated by Neuma. The App is a platform (including third party payment gateways) through which You can provide financial or practical support to other third parties. As such Neuma acts only as a facilitator and not as a principal.

The App is offered subject to Your acceptance without modification of all the terms and conditions contained herein and all other operating rules, policies (including Neuma's privacy policy) and procedures published from time to time on the App by Neuma (collectively, the "**Agreement**").

**Some features of this App are made available only to individuals who are over 18 years old. If you are under 18 years old, your parent or guardian must agree to these terms on your behalf.**

This Agreement also governs any updates to, or supplements or replacements for, the App.

### **Authority**

You acknowledge that this Agreement is a contract between You and Neuma, even though it is electronic and is not physically signed by you, and it governs your use of the App and any content, services and products made available through the App.

You represent and warrant that you have authority to enter into this Agreement by Yourself or on behalf of a third party, in which case the terms "You" or "Your" refers to such party. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the App.

### **User account**

You are responsible for maintaining the confidentiality and security of Your user account (including your password and username and information contained in Your account such as financial and personal information), and You are fully responsible for all activities (including payments) that occur under the account and any other actions taken in connection with Your account.

You must immediately notify Us of any unauthorised use of your account or any security breach. Neuma will not have any liability whatsoever arising from or in connection with Your account or Your use of

the account, including (without limitation) any unauthorised or fraudulent transactions or use or any loss or theft of Your information.

### **Acceptable use of App**

The App exists to help the Neuma community make a positive difference to our local community by supporting the needs of our community through financial and other contributions. You acknowledge and agree that the App and the services associated with it are intended only to facilitate the interaction between You, Neuma, other users of the App and third party service providers authorised by Neuma, including community organisations and third party payment providers ("**Purpose**"). You agree that Your use of the App and information obtained from the App will only be for this Purpose.

You acknowledge that use of the App for any other purposes may result in termination of Your access to the App. This includes (without limitation) use for commercial purposes, redistribution of App content, data collection, harassment or any harmful behaviour towards other individuals or other behaviour or use which Neuma considers to be contrary to acceptable use. Neuma reserves the right to take appropriate legal action for any illegal or unauthorised use of the App.

### **Your Content on the App**

You warrant that all information you give to Neuma through the App will always be accurate, correct and up to date. You must not purport to be someone else.

If You leave comments anywhere on the App, post material to the App, post links on the App, or otherwise make (or allow any third party to make) material available by means of the App ("**Your Content**"), You are entirely responsible for the content of, and any harm, liabilities or other consequences resulting from or arising in connection with, Your Content. That is the case whether or not Your Content constitutes text, graphics, audio, links, or computer software. By making Your Content available, You represent and warrant that Your Content:

- (a) does not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party and You have fully complied with any third-party licenses relating to Your Content, and have done all things necessary to successfully comply with any required terms;
- (b) does not contain, link to or install any viruses, worms, malware, trojan horses or other harmful or destructive content;
- (c) is not spam, is not machine or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to, or boost the search engine rankings of, third-party applications, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- (d) is not pornographic, libellous or defamatory, does not contain threats or incite violence, nor does it

violate the privacy or publicity rights of any third party.

Without limiting any of the above representations or warranties, Neuma has the right (though not the obligation) to, in Neuma's sole discretion to refuse or remove any content that, in Neuma's reasonable opinion, violates this Agreement or any policy or is in any way harmful or objectionable and or terminate or deny access to and use of the App to any individual or entity for any reason, in Neuma's sole discretion.

By submitting Your content to Neuma for inclusion on the App, You grant Neuma a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the content created by You or stored in Your user account for the purpose of displaying, distributing, promoting, marketing or any other lawful use.

You represent and warrant that Your Content and Your use of the App will at all times: (i) be in strict accordance with this Agreement and with all applicable laws and regulations; and (ii) not infringe or misappropriate the intellectual property rights of any third party.

#### **Other content**

Neuma does not represent or imply that it approves of or endorses any of the contributed content in the App, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect Yourself and Your devices from viruses, worms, trojan horses, and other harmful or destructive content. The App may, through the intervention of third parties or other users, contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Neuma disclaims any responsibility for any harm, offence, injury, loss or damage to any person resulting from the use or viewing of the App.

#### **Use of Your Information**

We may collect personally identifiable information from You in a variety of ways, including through online forms and other instances where You are invited to volunteer such information, including, but not limited to, when You register on our App, make a donation or contribution or subscribe to our newsletter. You may be asked to enter information including Your name, e-mail address, mailing address, phone number, financial information (such as credit card numbers), or GPS location ("**Your Information**").

Your Information and other information collected from You or gathered from Your use of the App may be used to personalize Your experience, improve our App, improve customer service, process transactions, and send periodic emails. Your email address will only be used to send You information and updates relating to the App and related products and services or for any other purpose notified by Neuma to You. If You decide to opt-in to our mailing list, You will receive emails that may include news, updates, and related information. If You would like to unsubscribe from receiving future emails, we include unsubscribe instructions in each email.

We do not sell, trade, or otherwise transfer to outside parties Your personally identifiable information, except

to provide the introductions, products or services You have requested. This does not include trusted third parties who assist us in operating our App, conducting our services or serving You, so long as those parties agree to keep this information confidential. We may also release Your Information when we believe release is appropriate to comply with the law, enforce our App policies, or protect Our or others rights, property, or safety. However, non-personally identifiable user information may be provided to other parties for marketing, advertising, or other uses.

We implement a variety of security measures to maintain the safety of Your personal information when You use this App.

#### **Payments**

All payments made through the App will be referred to and processed by secure third-party payment gateway providers. To the maximum extent permitted by law, Neuma disclaims all warranties, representations and liabilities in respect of all such payments. Any payment issues or disputes should be resolved directly with the payment processor or with the third party recipient of the funds.

#### **Cookies**

We may use cookies (small pieces of information that Your browser stores on Your device's hard drive) to help us remember and process Your use of the App, understand and save Your preferences for future visits and compile aggregate data about App traffic and App interaction so that we can offer better App experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our App users and their needs. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our services.

#### **Third-party links**

To facilitate its use, our App may contain links to independent third-party applications or websites which have separate and independent terms of service and privacy policies. Your clicking on a link and Your use of the App is at Your own risk. You accept third party terms and policies as a condition of access to them. We are not responsible for examining or evaluating, and we do not warrant the offerings, or imply Our approval, of any such third parties. We do not accept any responsibility or liability whatsoever for the content and activities of those third party applications or websites, or the consequences of Your interaction with them. At the same time, we seek to protect the integrity of our App and welcome any feedback about those third-party applications or websites.

#### **Intellectual property**

The App and all of the service marks, graphics logos and related products of Neuma and other third parties used in the App are subject to copyright and other intellectual property rights. This Agreement does not transfer from Neuma to You any of Neuma's or third party intellectual property other than a personal, non-exclusive, non-transferable, royalty-free, limited and revocable license whilst you are a user to use the App pursuant to this Agreement, to use the App for personal and/or non-commercial use only on a device owned or controlled by You and to copy and store material from the App in Your device's cache memory

and print pages from the App for your own personal and non-commercial use. All other rights are expressly reserved by Neuma who retains all rights in the App and related content and services. You further agree not to change or delete any proprietary notices from materials downloaded from the App.

#### **Suspension of service**

Neuma reserves the right at all times without notice to You to suspend the operation of the App or Your access to the App for any period of time determined by Neuma in its sole discretion to allow for maintenance, system upgrades or for any other reason.

#### **Termination**

Neuma may suspend or terminate Your account or Your access to all or any part of the App at any time, with or without cause, with or without notice, effective immediately. If You wish to terminate this Agreement You may simply discontinue using the App. Neuma can terminate the App immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

#### **No warranties**

You acknowledge and agree that: (i) the App is provided on an "as is where is basis" and that Neuma makes no representations or warranties whatsoever, express or implied, as to App (including without limitation the functionality, appearance, accessibility, or contributed content in the App); and (ii) to the maximum extent permitted by law Neuma denies and shall have no liability whatsoever for any claims or liabilities arising from, or in connection with, the App, including without limitation Your use of the App, any content on the App and any payments or other interactions You have with third parties through the App. In no circumstances will Neuma have any liability for any special, incidental or consequential damages.

#### **Indemnification**

You agree to indemnify and hold harmless Neuma, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims, liabilities and expenses, including legal fees on an own client basis, arising out of Your use or misuse of the App (including in relation to any third party services offered through the App), including but not limited to Your violation of this Agreement or the violation of any rights of a third party.

We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by You, in which event You must cooperate in asserting any available defences. In the event of any third party claim that the App or Your possession and use of the App infringes that third party's intellectual property right, We reserve the right to be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

#### **Dispute resolution**

If any dispute arises under or in connection with this Agreement which cannot be settled by reasonable discussion, the parties agree that, prior to

commencing any legal proceedings, they will first engage the services of a professional mediator agreed upon by the parties and attempt in good faith to resolve the dispute through confidential non-binding mediation. If a mediator cannot be agreed between the parties within 7 days of receiving any party's notice of dispute, the mediator shall be a person appointed by the Chair of Resolution Institute, or the Chair's designated representative. The [Resolution Institute Mediation Rules](#) shall apply to the mediation. It is a condition precedent to the right of either party to commence arbitration or litigation other than for interlocutory relief that it has first offered to submit the dispute to mediation.

#### **Governing law and jurisdiction**

This Agreement is governed by the laws of Victoria, Australia, without regard to conflict of laws rules. You irrevocably consent to the exclusive jurisdiction of the courts of Victoria, Australia, for purposes of any legal action arising out of or related to the use of the App or this Agreement.

#### **Miscellaneous**

This Agreement constitutes the entire agreement between Neuma and You concerning the subject matter hereof. It may only be modified by a written amendment signed by an authorised executive of Neuma, or by the posting on the App by Neuma of an authorised revised version. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may not assign Your rights under this Agreement to any party. Neuma may assign its rights under this Agreement without condition.

#### **Privacy**

Neuma takes your privacy seriously and any information provided through your use of the App is subject to Neuma's Privacy Policy, which is available by contacting HR at Neuma Church.

#### **Changes**

Neuma reserves the right to replace or amend this Agreement and/or our Privacy Policy or other policies governing the use of the App from time to time at our sole discretion. App users are encouraged to check these policies for such updated versions. Your continued use of this App following any replacement or amendment to this policy constitutes Your acceptance of the new amended or replaced version.

Neuma reserves the right at all times without notice to the Provider to make changes to the App, including but not limited to altering, updating, upgrading, removing or replacing the functionality, content and/or appearance of the App. Neuma may also, in the future, offer new services and/or features through the App (including, the release of new tools and resources). These will be subject to the terms and conditions of this Agreement.

#### **Contacting us**

Any questions about this Agreement or the Neuma Privacy Policy should be directed to: 10 Griffith Street, Richmond VIC 3121 or [communitycare@neuma.church](mailto:communitycare@neuma.church).

Last modified on [# February 2021]