GENERAL TERMS OF USE

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

1. General

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

2. Proprietary Rights

2.1 The Site is owned and operated by Trinity Christian Centre Limited ("Trinity", "we", "our", "us").

2.2 The materials located or hosted on, or linked to on this Site (including the source code thereof) and all content therein (including, but are not limited to, any images, illustrations, artwork, text, video clips, audio clips, sounds, designs, name, logos, trademarks, insignias, trade dress, layouts and other materials contained in this Site), and information as well as any software programs, software applications, downloadable files, interactive features, tools, services available on or through the Site (collectively "Content") are protected by copyright, trademark and other forms of proprietary rights.

2.3 Unless expressly stated, all rights, title, benefit and interest in the Content or connected with the Site are owned by, licensed to or controlled by Trinity and/or owned by, licensed to or controlled by third parties and licensed to Trinity.

2.4 We reserve complete and absolute discretion over the operations of the Site. We may, among other things, withdraw, suspend or discontinue any functionality or feature of the Site. We also reserve the right to maintain, delete and destroy all communications and information posted or uploaded to the Site in accordance with our internal record retention, archiving, and/or destruction policies.

2.5 We may update the Site from time to time, and may change the Content and services offered through it at any time, to reflect changes in relevant laws and regulatory requirements or to implement technical adjustments and improvements.

3. Restrictions on Use of Content

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

3.2 Except as otherwise permitted by Trinity, the Content must not be stored (whether in hardcopy or in an electronic form), reproduced, republished, uploaded, posted, transmitted or otherwise distributed or used in any way, whether in whole or part of or for commercial purposes or otherwise, without the prior written permission of Trinity.

3.3 Modification of any of the Content or use of the Content for any other purpose will be a violation of copyright and other intellectual property rights of Trinity and/or Content owned by, licensed to or controlled by third parties and licensed
to Trinity. Graphics and images on the Site are protected by copyright and may not be reproduced or appropriated in any manner without the written permission of their respective copyright owners and Trinity.

3.4 You acknowledge and agree not to use any device, software or routine to interfere or attempt to interfere with the proper operation of the Site.

4. Registration

4.1 You may be required to register an account to access and/or use certain functionalities in the Site. To register for an account, you must be thirteen (13) years old and above. All information provided by you must be true and correct. Upon completing the registration process, you will be required to verify your User Account through a six (6) digit OTP sent to your email or mobile number. Please note that creating an account with false information is a violation of our terms.

4.2 You are responsible for maintaining the confidentiality and the security of your account information, including without limitation, your username and password in relation to your account. You must not disclose your username and password or authorize any person to use your username and password for any purpose whatsoever. You must take all reasonable measures and due care (including but not limited to changing your password from time to time) to ensure the security and confidentiality of your username and password. We suggest that you use a combination of numerical and alphabetical letters in your password and browse the Site using a secure browser.

4.3 In the event of any compromise in the security of your username and/or password, you must inform us immediately at it@trinity.sg and change your password. Until such notification is received and confirmed by us and access is disabled at your request, you shall be responsible for all consequences, damages and/or losses arising from any security breach, unauthorized and/or fraudulent use or access of your account.

4.4 Any violation of this General Terms of Use may result in the termination of your account at our sole and absolute discretion.

5. Provision of Account and Services

5.1 You are hereby granted a revocable, non-exclusive, non-transferable, non-assignable, personal, limited licence to use the Site in accordance with the terms of this General Terms of Use. All rights not expressly granted to you are reserved by us.

5.2 We may, at our sole discretion, with immediate effect and without any prior written notice to you, terminate your account and/or access to and licence to use the Site (a) if you have breached or violated any of the terms of this General Terms of Use, our Privacy Policy or any other terms and conditions with us, or (b) where provided for in this General Terms of Use, or (c) for any reason whatsoever.

5.3 In the event of any termination, you will have no rights to the continued use or access to our Site. We will have no obligation to maintain your account or to retain or forward any information in your account, except as required by law.

5.4 We also reserve the right to limit or suspend your access for the purpose of scheduled, ad hoc or urgent maintenance of the Site, in which case such limitation or suspension will be communicated through the Site and/or our website and/or through our social media channels.
5.5 We may, at our sole discretion, update our Site without prior notice to you. Updates (including any patch or fix of bugs, error connections, additional, modification or removal of features, security, software, hardware, operation and/or functionality of the Site) may add, modify or delete in their entirety certain features and functionality. You acknowledge and agree that we have no obligation to provide any updates or to continue to provide or enable any particular feature or functionality. You should promptly download and install all updates, failing which you may not obtain the full features and functionality of the Site. By downloading and installing the updates, whether such installation was automatic or not, you agree that the updates are deemed to be part of the Site and are subject to the terms of this General Terms of Use.

5.6 You are responsible for acquiring and updating compatible hardware or electronic devices necessary to access and use the Site and any updates thereto. We do not guarantee that the Site or any part thereof will function on any particular hardware or device.

6. **Representations and Warranties**

6.1 By using and accessing the Site, you represent, warrant and undertake to us that:

(a) you are at least thirteen (13) years old;

(b) you have the right, authority and capacity to accept and agree to the terms of this General Terms of Use and use the Site;

(c) all information that you have provided to us or stored in the Site is true, accurate, up-to-date and not misleading; and

(d) you are in compliance, and shall remain in compliance during the Term of the General Terms of Use, with all applicable laws.

6.2 You agree and acknowledge that all representations and warranties given by you are personal statements and assurances on which we and any other third party receiving information posted by you on the Site will rely on.

7. **Collection of Your Data**

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

7.2 Other than your name, mobile number and email address on registration, all other information provided by you are provided at your sole discretion. Please do not post or add personal or sensitive data to your public profile that you would not want to be publicly available.

7.3 All information that you provide to us and/or post to your public profile shall be true, correct and not misleading. If you provide or post any information that may be untrue, incorrect or misleading in any respect, you shall be in violation of this General Terms of Use, and we have the right but not the obligation to terminate your use and access of the Site at any time without notice. You shall be wholly responsible for all information that you have provided to us and/or post to your public profile.
7.4 You acknowledge and agree that we may from time to time receive information about you from third parties. You agree that we may collect, use and disclose such information about you in accordance with our Privacy Policy.

8. User Content

8.1 As between you and Trinity, you own all content, personal data and other information that you provide, upload, submit, collect, store, send or receive on or through the Site ("User Content"), and you are granting Trinity and our affiliates a non-exclusive, worldwide, transferable, sub- licensable, royalty-free, non-exclusive right and license to access, store, use, copy, modify, distribute, transmit, create derivative works of, publish, perform, whether publicly or not, and process all User Content without any further consent, notice and/or compensation to you or others, in accordance with the terms of this General Terms of Use and our Privacy Policy.

8.2 You irrevocably and unconditionally represent and warrant that the information or material that you post to our Site complies with the terms and condition set out in these General Terms of Use.

8.3 Trinity may provide interactive services or features on the Site, including but not limited to prayer requests and testimonials ("Interactive Features"). Trinity is under no obligation or responsibility to monitor, moderate or oversee the content that you submit or post to any Interactive Features provided on the Site, and any liability, loss or damage arising from the use of or access to any such Interactive Features, whether moderated or not, by you or any third party are expressly excluded.

8.4 You agree and undertake not to post or transmit any unlawful, threatening, libelous, defamatory or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law, breach any laws relating to the protection of personal data, infringe copyrights, trademarks or any other intellectual property rights, or otherwise be injurious to other users of the Site and/or third parties.

9. Deletion of User Content

9.1 We agree to remove all User Content uploaded by you (which for the avoidance of doubt excludes any aggregated or anonymized data, any Content and any User Content that has been shared with third parties) from our system within thirty (30) working days of our receipt of your written request, unless the applicable laws permit or require our retention of such User Content.

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

10. Other Restrictions on Use of Site

10.1 You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Trinity server, or to any of the functionalities offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

10.2 You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on
the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way.

10.3 You irrevocably and unconditionally represent and warrant that you will not:

(a) use the Site for purposes of conducting and/or disseminating surveys, contests, pyramid schemes, chain letters, junk email, spamming or sending of any duplicative or unsolicited messages;

(b) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others;

(c) publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, violent, obscene, deceiving, indecent or unlawful topic, name, material or information, including but not limited to promoting illegal activity, discrimination based on race, sexual orientation, nationality, religion, disability or age, or content with political references or seditious tendency;

(d) upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you have ownership or control the rights thereto or have received all necessary consent to do the same;

(e) upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;

(f) violate any applicable laws or regulations in Singapore and in any country from which they are posted; or

(g) create a false identity for the purpose of misleading others or misrepresent false affiliation with any person.

11. Donations and Offerings

11.1 Donations and Offerings

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

11.2 Inaccurate or Wrongly Made Donations or Offerings

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

11.3 **No refunds**

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

12. **Termination**

12.1 To terminate your account with us, you must notify our Site Support team by email at connect@trinity.sg of your decision to terminate your account. The termination will take effect within fourteen (14) working days from the date of your written notice of termination.

12.2 For the avoidance of doubt, deletion of our mobile application on your mobile device will not automatically terminate your account with us.

12.3 Without prejudice to the right of termination or suspension by Trinity under this General Terms of Use, Trinity may terminate your account by giving written notice of termination.

12.4 Upon termination of your account, you shall not have access to your account and its contents (including User Content).

13. **Disclaimer of Warranties and Liability**

13.1 Nothing in this Site constitutes a representation or an offer or otherwise, and shall not bind Trinity in any way.

13.2 We make no representation, warranty, or guarantee as to the reliability, safety, timeliness, quality, suitability, availability, accuracy or completeness of the Site and its Site Content, including but not limited to any data obtained by or from any third parties.

13.3 We will not be responsible for loss of information, reliability, availability, accuracy, or completeness of the User Content.

13.4 The Content is provided on an “as-is, where-is” basis without any warranties of any kind, express or implied. Trinity specifically disclaims implied warranties of title, merchantability, fitness for a particular purpose, expectation of privacy and non-infringement. To the fullest extent permitted by law, Trinity does not warrant and hereby disclaims any warranty:

(a) as to the accuracy, correctness, reliability, currentness, timeliness, non-infringement, title, merchantability or fitness for any particular purpose of the Content; or

(b) that the Content or any functions associated with the Site will be uninterrupted or error-free, or that defects will be corrected or that the Site and the Site server are and will be free of all viruses and / or other harmful elements.

We shall not be responsible for transmission errors, interruptions, delays, omissions, or corruption or compromise of information of any kind carried over local or interchange telecommunication carriers ("Errors").
13.5 We shall also not be liable for any damage or loss of any kind, howsoever caused as a result (direct or indirect) of the access or use of the Site or any such Content or User Content belonging to or otherwise provided by third parties or users of this Site or anyone in connection or in relation to such Content or User Content, including but not limited to any damage or loss suffered as a result of reliance on the Content or User Content.

13.6 You further acknowledge and agree that any use by you of any Content submitted by any third party is entirely at your own risk. You hereby release Trinity from any and all claims in connection therewith. Trinity does not and is not in a position to verify any party’s rights to submit any Content or User Content on the Site, and Trinity takes no responsibility and assumes no liability for any User Content posted by you or any third party, or for use of the same. Trinity does not in any way endorse or support the views or ideas expressed in any submitted or posted Content or User Content.

13.7 We do not guarantee, represent or warrant that the Site is free of malicious software, such as digital viruses, spywares, ransomware or other harmful malwares (“Malware”). We recommend you to obtain the necessary protection against Malware, such as anti-malware tools or software, before downloading or accessing the Site. We shall not be liable for any loss, damage, claim or liability, costs and expense arising from any Malware transmitted via the Site, including but not limited to shareable or downloadable Content or User Content from the Site to third party viewers.

14. Acknowledgement

You acknowledge and agree that:-

(a) You are solely responsible for (and that we have no responsibility to you or to any third party for) any data that you collect, store, transmit, update, post, share or upload while using the Site and for the consequences of your actions (including any loss or damage which we may suffer) by doing so;

(b) Your use of the Site and reliance on the content in the Site are entirely at your own risk, and therefore we specifically disclaim any liability arising from or in connection with your use of the Site.

(c) We reserve the right to review materials posted, to edit, refuse to post, to remove any content, terminate your access to the Site in our sole discretion at any time, without notice, for any reason whatsoever.

(d) All feedback, comments, information, ideas, suggestions, documents, and/or proposals (“Contributions”) given to us, whether through the Site or otherwise, shall be non-confidential and we shall be free to use, for any purpose, any ideas, concepts, techniques or know-how contained in such Contribution, and any use, adaptation, modification, reproduction or distribution of the Contributions shall be property of Trinity without any obligation to you.

(e) The Site may become temporarily unavailable for a number of reasons, including but not limited to, capacity constraints, transmission limitations, equipment modifications, upgrades, relocations, and repairs. Notwithstanding this, we will use reasonable commercial efforts to minimize such non-availability of the Site.

15. Reserved Rights

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

16. Social Media

16.1 We reserve all rights relating to our social media channels, including but not limited to: (i) adding, removing, or modifying any content, (ii) blocking disruptive users; and (iii) discontinuing any of our social media channels at any time.

16.2 We do not create, control, represent, or endorse any opinions or statements expressed by others within its social media channels, including those that follow or "like" us and those followed or "liked" by us and that any content posted by anyone other than us is the responsibility of the submitter and not us. In addition, if we follow another user’s account, “like” another page, re-tweets, “favorites,” shares, or otherwise re-posts another user’s content, such an action does not constitute an endorsement by us.

17. Links from the Site to Other Sites

17.1 The Site may contain hyper-links to websites, web pages and/or apps which are not produced or maintained by Trinity. Trinity makes no representation and is not responsible for the Content of those websites and shall not be liable for any damages or loss arising from access to those websites. Any content, services, representations made on such websites are solely the responsibility of the operator of those websites and Trinity assumes no responsibility for any content, the operation or the services provided thereon. Use of the hyper-links and access to such linked websites are entirely at your own risk and subject to the terms and conditions of use and access contained therein.

17.2 All hyper-links to other websites, web pages and/or apps are provided as a convenience to you as a user of the Site. In no circumstances shall Trinity be considered to be associated or affiliated in whatever manner with any trade or service marks, logos, insignia or other devices used or appearing on the websites, web pages and/or apps to which the Site is linked.

18. Links to the Site from Other Sites

18.1 In no circumstances shall Trinity be considered to be associated or affiliated in whatever manner with any trade or service marks, logos, insignia or other devices used or appearing on the websites that link to the Site or any part(s) thereof or any of the Content.

18.2 Trinity reserves the right to disable any unauthorised links or frames and disclaims any responsibility for the content available on any other site reached by links to or from the Site or any of the Content.

19. Indemnity

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

These General Terms of Use are governed by the laws of the Republic of Singapore.

21. **Privacy Policy**

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

Effective Date: June 18, 2020
Last Updated: June 18, 2020