

# **MEMORANDUM OF UNDERSTANDING**

CONNECTNOW is an initiative of RCCG City of David Church, Nigeria. This site is a Christian relationship and interactive platform created for mature Christian single adults who are ready and hoping to get married. It's a faith-driven interactive community of matured believers willing to connect with each other, with a view to building enduring and fruitful Christian relationships.

Welcome to CONNECTNOW's Terms and Conditions of Use (these "Terms"). This is a Memorandum of Understanding between you and the CONNECTNOW (as defined further below) and we want you to know the idea behind the project before you use the website ("CONNECTNOW" or the "CONNECTNOW"). Please take a few moments to read this understanding before enjoying CONNECTNOW, because once you access, view or use the CONNECTNOW, you are going to be understood as properly subscribed (so probably best to read them first!).

A "subscriber" is defined as any person or user described as properly subscribed is a person who acknowledges that he or she understands the idea behind the CONNECTNOW being voluntarily designed to assist the subscriber with no financial gain or commitment from the church neither required for him or her ascribing no legally enforceable rights and obligations. And waiving all rights, privileges and agreed to be volunteers bearing all burden, injuries, physical and/or emotional holding the RCCG City of David or the Redeemed Christian Church of God and its officers to no account in any way whatsoever within Nigeria and in any other jurisdiction worldwide.

## **CONNECTNOW RULES**

Before I can use the CONNECTNOW, I will need to register for an account ("Account"). In order to create an Account, you must:

1. be at least 18 years old or the age of majority to legally enter into a contract under the laws of your home country; and
2. be legally permitted to use the CONNECTNOW by the laws of your home country.

I can create an Account via manual registration. Unfortunately, we cannot allow you to use another person's Account or to share your Account with any other person without permission.

You'll have great fun on CONNECTNOW, but if you feel the need to leave, you can delete your Account at any time by going to the 'Settings' page when you are logged in and clicking on the 'Delete account' link. Your Account will be deleted immediately but it may take a little while for Your Content (defined below) to be completely removed from the CONNECTNOW. Your profile information will be treated in accordance with our Privacy Policy. If you delete your Account and try to create a new account within this time period using the same credentials, we will re-activate your Account for you.

We use a combination of automated systems and a team of moderators to monitor and review accounts and messages for content that indicates breaches of these Terms. We reserve the right at our sole discretion to terminate or suspend any Account, restrict access to the CONNECTNOW, or make use of any operational, technological, legal or other means available to enforce the Terms (including without limitation blocking specific IP addresses), at any time without liability and without the need to give you prior notice. Without limiting the foregoing in any way, we expressly reserve the right to terminate or suspend your Account without notice (1) for violating these terms, (2) due to your conduct on the CONNECTNOW, or your conduct with other users of the CONNECTNOW (including your "offline" conduct), if we, in our sole discretion, determine your conduct was inappropriate or improper, (3) if we or our affiliates, in our or their sole discretion, determine your conduct on other CONNECTNOWs operated by our affiliates was inappropriate or improper, or (4) for any reasons whatsoever that we deem, in our sole discretion, justifies termination.

You may not access, tamper with, or use non-public areas of the CONNECTNOW or our systems. Certain portions of the CONNECTNOW may not be accessible if you have not registered for an Account.

## **TYPES OF CONTENT**

There are three types of content that you will be able to access on the CONNECTNOW:

1. content that you upload and provide ("Your Content");
2. content that members provide ("Member Content"); and
3. content that THE CITY OF DAVID provides (including, without limitation, database(s) and/or software) ("Our Content").

**There is certain content we can't allow on CONNECTNOW**

We want our users to be able express themselves as much as possible and post all sorts of things on CONNECTNOW, but we have to impose restrictions on certain content or imagery which:

- contains language or imagery which could be deemed offensive or is likely to harass, upset, embarrass, alarm or annoy any other person (including for example and without limitation, language that could be deemed discriminatory towards an individual's race, colour, ethnicity, national origin, religion, disability, sexual orientation, gender expression, gender identity or physical appearance);
- is obscene, pornographic, violent or otherwise may offend human dignity (including for example and without limitation, language that could be deemed discriminatory towards an individual's race, colour, ethnicity, national origin, religion, disability, sexual orientation, gender expression, gender identity or physical appearance);
- is abusive, insulting or threatening, discriminatory or which promotes or encourages racism, sexism, hatred or bigotry (including for example and without limitation, language that could be deemed discriminatory towards an individual's race, colour, ethnicity, national origin, religion, disability, sexual orientation, gender expression, gender identity or physical appearance);
- encourages any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offence.
- is defamatory or libelous.
- relates to commercial activities (including, without limitation, sales, competitions and advertising, links to other websites or premium line telephone numbers).
- involves the transmission of "junk" mail or "spam".
- contains any spyware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from CONNECTNOW or otherwise.
- itself, or the posting of which, infringes any third party's rights (including, without limitation, intellectual property rights and privacy rights).
- shows another person which was created or distributed without that person's consent.

- is harmful to minors; or
- impersonates any other person, including falsely stating your name.

THE CITY OF DAVID operates a zero-tolerance policy for this kind of content.

## **Your Content**

I agree that my Content must comply with the Guidelines at <https://connectnow.com.ng>, as updated from time to time. As my Content is unique, I am responsible and liable for my Content and will indemnify, defend, release, and hold the RCCG City of David or the Redeemed Christian Church of God worldwide and their officers harmless from any claims made in connection with Your Content.

I would be required to provide accurate information on your blood group, genotype, history of family illness (if any) and a comprehensive medical history that can enable other interested Christian singles decide if you are a good match for them on the site

I may not display any personal contact or banking information on your individual profile page whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details). If you do choose to reveal any personal information about yourself to other users, whether via email or otherwise, it is at your own risk. We encourage you to use the same caution in disclosing details about yourself to third parties online as you would under any other circumstances.

We may assign and/or sub-license the above license to our affiliates and successors without any further approval by you.

We do not have any obligation to store Your Content - if it's important, you should make a copy.

So that we can prevent the unconsented use of Your Content by other members or third parties outside of CONNECTNOW, you authorize us to act on your behalf with respect to such infringing and/or unauthorized uses. This expressly includes the authority, but not the obligation, for us to send takedown notices on your behalf if Your Content is taken and used by third parties outside of CONNECTNOW.

## **Member Content**

Other members of CONNECTNOW will also share content via the CONNECTNOW. Member Content belongs to the user who posted the content and is stored on our servers and displayed via the CONNECTNOW at the direction of the user providing the Member Content.

I understand that I do not have any rights in relation to other users' Member Content and that whatever content posted by the subscriber is done at their peril and allows other subscribers to view & use and holds City of David and its affiliates to no harm whatsoever. I may only use other CONNECTNOW users' personal information to the extent that your use of it matches CONNECTNOW's purpose of allowing people to meet one another. You may not use other users' information for commercial purposes, to spam, to harass, stalk or to make unlawful threats. We reserve the right to terminate your Account if you misuse other users' information.

Member Content is subject to the terms and conditions of the Nigerian Data Protection Regulation 2019, and its amendments if at all whenever.

## **Our Content**

I understand that you may be wondering what happens to the rest of the Content on CONNECTNOW. Well, it belongs to us! Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, and other intellectual property appearing on CONNECTNOW, as well as the CONNECTNOW software and database(s), are owned, controlled or licensed by us and are protected by copyright, trademark, data, database rights and/or other intellectual property law rights. All right, title and interest in and to Our Content remains with us at all times.

We grant you a non-exclusive, limited, personal, non-transferable, revocable, licence to access and use Our Content, without the right to sublicense, under the following conditions:

1. I shall not use, sell, modify, or distribute Our Content except as permitted by the functionality of the site;
2. I shall not use our name in metatags, keywords and/or hidden text;
3. I shall not create derivative works from Our Content or scrape, disable, decompile, analyse or in any way commercially exploit Our Content, in whole or in part, in any way; and

4. I shall use Our Content for lawful purposes only.

We reserve all other rights.

### **Obligation to Pre-Screen Content.**

Since CONNECTNOW is an online community founded by the CITY OF DAVID driven by the desire to truly assist Christian singles, and I understand that members will be required to provide accurate medical information which will be reviewed by the City of David. However, there may be times where we need to step in, and we reserve the right to review, pre-screen, refuse and/or remove any Member Content and my Content.

### **RESTRICTIONS ON THE CONNECTNOW**

I agree to:

- comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, equal opportunity laws and regulatory requirements.
- use my real name and real age in creating my CONNECTNOW account and on my profile; and
- provide a comprehensive medical report from a recognized Government Hospital in Nigeria.

I agree that I will not:

- act in an unlawful or unprofessional manner including being dishonest, abusive or discriminatory.
- misrepresent my identity, my age, my current or previous positions, qualifications or affiliations with a person or entity.
- disclose information that I do not have the consent to disclose.
- stalk or harass any other user of the CONNECTNOW.
- create or operate a pyramid scheme, fraud or other similar practice, or.
- develop, support or use software, devices, scripts, robots, other types of mobile code or any other means or processes (including crawlers, browser plugins and add-on or other technology) to scrape or otherwise exfiltrate

from CONNECTNOW or its services, or otherwise copy profiles and other data from the services.

I understand that City of David doesn't like users misbehaving in the CONNECTNOW community. I can report any abuse or complain about Member Content by contacting us, outlining the abuse and/or complaint. I can also report a user directly from a profile or in chat by clicking the 'Block & Report' link. We reserve the right to investigate any possible violations of these Terms, any CONNECTNOW user's rights, or any third party rights and we may, in our sole discretion, immediately terminate any user's right to use of the CONNECTNOW without prior notice, as set out further in Section 1 above, and/or remove any improper, infringing or otherwise unauthorized Member Content submitted to the CONNECTNOW.

I understand that City of David doesn't control any of the things our users say or do, so you are solely responsible for your interactions with other users of the CONNECTNOW.

**I UNDERSTAND THAT CITY OF DAVID CHURCH DOES NOT CURRENTLY CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS. THE CITY OF DAVID ALSO IS NOT OBLIGED TO INQUIRE INTO THE BACKGROUNDS OF ITS USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS. THE CITY OF DAVID MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF ANY USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS. CITY OF DAVID RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTRATION SEARCHES) AT ANY TIME AND TO USE AVAILABLE PUBLIC RECORDS FOR ANY PURPOSE.**

I agree to, and hereby do, release THE CITY OF DAVID and its successors and affiliates from any claims, demands, losses, damages, rights, and actions of any kind, including personal injuries, death and property damage, that either directly or indirectly arises from your interactions with or conduct of other users of CONNECTNOW

Scraping or replicating any part of the CONNECTNOW without our prior consent is expressly prohibited. This includes by any means (automated or otherwise) other

than through our currently available, published interfaces - unless you have been specifically allowed to do so in a separate agreement with us.

## **PRIVACY**

For information about how the CITY OF DAVID collects, uses, and shares your personal data, please check out our [Privacy Policy](#). By using CONNECTNOW, I acknowledge that we may use such data in accordance with our [Privacy Policy](#).

## **DISCLAIMER**

THE CONNECTNOW SITE, OUR CONTENT, AND MEMBER CONTENT ARE ALL PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE DO NOT GUARANTEE THE COMPATIBILITY OF ANY MATCHES.

SHOULD APPLICABLE LAW NOT PERMIT THE FOREGOING EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THEN WE GRANT THE MINIMUM EXPRESS OR IMPLIED WARRANTY REQUIRED BY CONNECTNOW LICENSABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS SECTION.

ADDITIONALLY, WE DO NOT MAKE ANY WARRANTIES THAT THE CONNECTNOW OR SITE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT YOUR USE OF THE CONNECTNOW OR SITE WILL MEET YOUR EXPECTATIONS, OR THAT THE CONNECTNOW, SITE, OUR CONTENT, ANY MEMBER CONTENT, OR ANY PORTION THEREOF, IS CORRECT, ACCURATE, OR RELIABLE. YOUR USE OF THE CONNECTNOW OR SITE IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER MEMBERS. THE CITY OF DAVID IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY USER. THE CITY OF DAVID DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS MEMBERS.



## **EXCLUSION OF LIABILITY**

NEITHER CONNECTNOW NOR ANY OWNER OR AFFILIATE WILL BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME, PROFIT OR GOODWILL, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES ARISING OUT OF YOUR ACCESS TO OR USE OF THE CONNECTNOW, SITE, OUR CONTENT, OR ANY MEMBER CONTENT, HOWEVER CAUSED, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPRIETARY RIGHTS INFRINGEMENT, PRODUCT LIABILITY OR OTHERWISE.

THE FOREGOING SHALL APPLY EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF I BECOME DISSATISFIED IN ANY WAY WITH THE CONNECTNOW OR SITE, MY SOLE AND EXCLUSIVE REMEDY IS TO STOP YOUR USE OF THE CONNECTNOW AND SITE.

I HEREBY WAIVE ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE CONNECTNOW SITE

THE EXCLUSION OF LIABILITY HEREIN IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN AND REFLECTS A FAIR ALLOCATION OF RISK. THE CONNECTNOW SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS AND I AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIVE REMEDIES SPECIFIED HEREIN WILL SURVIVE EVEN IF FOUND TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE. THE FOREGOING DOES NOT APPLY TO LIABILITY ARISING FROM ANY FRAUD OR FRAUDULENT MISREPRESENTATIONS, OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED BY APPLICABLE LAW.

## **INDEMNITY**

All the actions and information I post on CONNECTNOW remain my responsibility. Therefore, I agree to indemnify, defend, release, and hold us, and our partners, licensors, affiliates, contractors, officers, directors, employees, representatives and agents, harmless, from and against any third-party claims, damages (actual and/or consequential), actions, proceedings, demands, losses,

liabilities, costs and expenses (including reasonable legal fees) suffered or reasonably incurred by us arising as a result of, or in connection with:

1. any negligent acts, omissions or willful misconduct by me.
2. my access to and use of the CONNECTNOW.
3. the uploading or submission of Content to the CONNECTNOW by me.
4. any breach of these Terms by me; and/or
5. my violation of any law or of any rights of any third party.

By creating an account, I agree to indemnify the church and bear the cost of all legal fees incurred by the church in defending any action that I may institute against the church in connection with my use of CONNECTNOW.

## **TERMINATION AND REMEDIES**

I understand that The CITY OF DAVID may terminate or suspend these Terms, including my Account, if I breach these Terms or if THE CITY OF DAVID is required to do so by applicable law. I agree that all terminations for cause shall be made in THE CITY OF DAVID 's sole discretion and that THE CITY OF DAVID shall not be liable to me or any third party for any termination of my Account.

In the event that THE CITY OF DAVID determines, in its sole discretion, that I have breached any portion of these Terms, or have otherwise demonstrated conducted inappropriate for the CONNECTNOW, THE CITY OF DAVID reserves the right to: (a) warn me via email (to any email addresses you have provided to THE CITY OF DAVID ) that I have violated the Terms; (b) delete my User Content; (c) discontinue your Account; (d) notify and/or send your User Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (f) pursue to any other action which THE CITY OF DAVID deems to be appropriate.

Termination of these Terms or your Account includes the removal of access to my Account, and all related information and content associated with or inside my Account.

All provisions of these Terms, which by their nature should survive, shall survive termination of these Terms, including, without limitation, the Arbitration Agreement, ownership provisions, warranty disclaimers and limitation of liability.

## **MISCELLANEOUS**

There are a few more things we need to mention before you can use CONNECTNOW.

These Terms, which we may amend from time to time, constitute the entire Memorandum between me and THE CITY OF DAVID. The Terms supersede all previous memorandum, representations, and arrangements between us (written or oral), excluding the Privacy Policy. Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.

THE CITY OF DAVID has taken reasonable steps to ensure the currency, availability, correctness, and completeness of the information contained on CONNECTNOW and provides that information on an "as is", "as available" basis. THE CITY OF DAVID does not give or make any warranty or representation of any kind about the information contained on CONNECTNOW, whether express or implied. Use of CONNECTNOW and the materials available on it is at your sole risk. THE CITY OF DAVID is not responsible for any loss arising from the transmission, use of data, or inaccurate Member Content.

I am responsible for taking all necessary precautions to ensure that any material you may obtain from CONNECTNOW is free of viruses or other harmful components. I accept that CONNECTNOW will not be provided uninterrupted or error free, that defects may not be corrected or that THE CITY OF DAVID, or the server that makes it available, are free of viruses or bugs, spyware, Trojan horse or any similar malicious software. THE CITY OF DAVID is not responsible for any damage to my computer hardware, computer software, or other equipment or technology including, but without limitation damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction.

The communications between me and THE CITY OF DAVID may take place via electronic means, whether I use the CONNECTNOW or send THE CITY OF DAVID emails, or whether THE CITY OF DAVID posts notices on the website or communicates with you via email. For contractual purposes, you (a) consent to receive communications from THE CITY OF DAVID in electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that THE CITY OF DAVID provides to me electronically satisfy if it were to be in writing.

## **We know our Terms are awesome, but we may have to change them now and again**

As CONNECTNOW grows, we might have to make changes to these Terms, so we reserve the right to modify, amend or change the Terms at any time (a “Change”). If we do this, then the Changes will be posted on this page and we will indicate the Effective Date of the updates at the bottom of the Terms. In certain circumstances, we may send an email to you notifying you of a Change. It’s also possible that we might ask you to agree to our Changes, but we’ll let you know. You should regularly check this page for notice of any Changes – we want our users to be as informed as possible.

Your continued use of CONNECTNOW following any Change constitutes your acceptance of the Change and you will be legally bound by the new updated Terms. If you do not accept any Changes to the Terms, you should stop using CONNECTNOW immediately.

### **Additional items:**

If, for any reason, any of the Terms are declared illegal, invalid or otherwise unenforceable by a court of a competent jurisdiction, then to the extent that term is illegal, invalid or unenforceable, it shall be severed and deleted from the Terms and the remainder of the Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

No failure or delay in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of the right or the exercise of any other right, power or privilege.

By using the CONNECTNOW, you agree and acknowledge that CONNECTNOW is a global platform operating through servers located in a number of countries around the world, including Nigeria, UK, Europe and the United States. If you live in a country with data protection laws, the storage of your personal data may not provide you with the same protections as you enjoy in your country of residence. By submitting your personal information, or by choosing to upgrade the services you use, or by making use of the applications available on CONNECTNOW, you agree to the transfer of your personal information to, and storage and processing of your personal information in, any such countries and destinations.

The CONNECTNOW may contain links to third-party websites or resources. In such cases, you acknowledge and agree that we are not responsible or liable for:

1. the availability or accuracy of such websites or resources; or
2. the content, products, or services on or available from such websites or resources.

Links to such websites or resources do not imply any endorsement. I acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. Framing, in-line linking or other methods of association with the CONNECTNOW are expressly prohibited without first obtaining our prior written approval.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by me, but may be assigned by us without restriction.

In the event there is a discrepancy between this English language version and any translated copies of the Terms, the English version shall prevail.

If you have any questions, complaints or claims with respect to the CONNECTNOW, please contact us at [feedback@team.CONNECTNOW.com](mailto:feedback@team.CONNECTNOW.com).

## **GOVERNING LAW AND FORUM.**

My access to the Website, Our Content, and any Member Content, any claims arising from or related to your relationship with THE CITY OF DAVID, and these Terms are governed and interpreted by the laws of Nigeria. All claims arising out of or relating to these Terms and/or your relationship with THE CITY OF DAVID that for whatever reason are not submitted to arbitration, and all claims or cases challenging the enforceability or applicability of the arbitration provisions herein, will be litigated exclusively in the federal or state courts of Lagos State. You agree that such courts shall have personal jurisdiction. You agree that you will not file or participate in a class action against us.

The Terms were last updated on 14th December, 2021.

I agree to the terms of this Memorandum of Understanding.