

TERMS OF USE

Last revised on 8/30/2017

Welcome to Pray Together, operated by Prayer Deck Inc, The (“us,” “we,” the “Company” or “Pray Together”).

1. Acceptance of Terms of Use Agreement.

By creating a Pray Together account, whether through a mobile device, mobile application or computer (collectively, the “Service”) you agree to be bound by (i) these Terms of Use and (ii) our [Privacy Policy](#), each of which is incorporated by reference into this Agreement, and (iii) any terms disclosed and agreed to by you if you purchase additional features, products or services we offer on the Service (collectively, this “Agreement”). If you do not accept and agree to be bound by all of the terms of this Agreement, please do not use the Service.

We may make changes to this Agreement and to the Services from time to time. We may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version of this Agreement will be posted on the Services under Settings and also on www.theprayerdeck.com, and you should regularly check for the most recent version. The most recent version is the version that applies. If the changes include material changes that affect your rights or obligations, we will notify you in advance of the changes by reasonable means, which could include notification through the Services or via email. If you continue to use the Services after the changes become effective, then you agree to the revised Agreement.

2. Eligibility.

You must be at least 13 years of age to create an account on Pray Together and use the Service. By creating an account and using the Service, you represent and warrant that:

- you can form a binding contract with the Prayer Deck Inc,
- you are not a person who is barred from using the Service under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals or face any other similar prohibition,
- you will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations, and

3. Your Account.

In order to use Pray Together, you may sign in using your Facebook or Google login, or allow Pray Together to connect to your Facebook, Twitter or Google accounts. If you do so, you authorize us to access and use certain Facebook, Twitter or Google account information, including but not limited to your public Facebook, Twitter or Google profile and information about your Facebook and Twitter friends. For more information regarding the information we collect from you and how we use it, please consult our [Privacy Policy](#).

You are responsible for maintaining the confidentiality of your login credentials you use to sign up for Pray Together, and you are solely responsible for all activities that occur under those credentials. If you think someone has gained access to your account, please immediately contact info@theprayerdeck.com.

4. Modifying the Services and Termination.

Pray Together is always striving to improve the Services and bring you additional functionality that you will find engaging and useful. This means we may add new product features or enhancements from time to time as well as remove some features, and if these actions do not materially affect your rights or obligations, we may not provide you with notice before taking them. We may even suspend the Services entirely, in which event we will notify you in advance unless extenuating circumstances, such as safety or security concerns, prevent us from doing so.

You may terminate your account at any time, for any reason, however you will need to manage your in app purchases or subscriptions through your mobile device platform (e.g., iTunes, Google Play). Pray Together may terminate your account at any time without notice if it believes that you have violated this Agreement. Upon such termination, you will not be entitled to any refund for purchases. After your account is terminated, this Agreement will terminate, except that the following provisions will still apply to you and Pray Together: Section 4, Section 5, and Sections 12 through 19.

5. Safety; Your Interactions with Other Users.

Though Pray Together strives to encourage a respectful user experience through features like the double opt-in that only allows users to communicate if they have both indicated interest in one another, it is not responsible for the conduct of any user on or off of the Services. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Service or meet in

person. You should not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other users.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT PRAY TOGETHER DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. PRAY TOGETHER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS. PRAY TOGETHER RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS.

6. Rights Pray Together Grants You.

Pray Together grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use the Services. This license is for the sole purpose of letting you use and enjoy the Services' benefits as intended by Pray Together and permitted by this Agreement. Therefore, you agree not to:

- use the Service or any content contained in the Service for any commercial purposes without our written consent.
- copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through the Service without Pray Together's prior written consent.
- express or imply that any statements you make are endorsed by Pray Together.
- use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.
- use the Services in any way that could interfere with, disrupt or negatively affect the Service or the servers or networks connected to the Service.
- upload viruses or other malicious code or otherwise compromise the security of the Services.
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Service.

- “frame” or “mirror” any part of the Service without Pray Together’s prior written authorization.
- use meta tags or code or other devices containing any reference to Pray Together or the Service (or any trademark, trade name, service mark, logo or slogan of Pray Together) to direct any person to any other website for any purpose.
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service, or cause others to do so.
- use or develop any third-party applications that interact with the Services or other users’ Content or information without our written consent.
- use, access, or publish the Pray Together application programming interface without our written consent.
- probe, scan or test the vulnerability of our Services or any system or network.
- encourage or promote any activity that violates this Agreement.

Pray Together may investigate and take any available legal action in response to illegal and/ or unauthorized uses of the Service, including termination of your account.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device’s settings.

7. Rights you Grant Pray Together.

By creating an account, you grant to Pray Together a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorize us to access from Facebook, Twitter or Google accounts, as well as any information you post, upload, display or otherwise make available (collectively, “post”) on the Service or transmit to other users (collectively, “Content”). Our license to your Content is subject to your rights under applicable law (for example laws regarding personal data protection to the extent any Content contains personal information as defined by those laws) and is for the limited purpose of operating, developing, providing, and improving the Service and researching and developing new ones. You agree that any Content you place or that you authorize us to place on the Service may be viewed by other users and may be viewed by any person visiting or participating in the Service (such as individuals who may receive shared Content from other Pray Together users).

You agree that all information that you submit upon creation of your account, including information submitted from your Facebook, Twitter or Google accounts, is accurate and truthful and you have the right to post the Content on the Service and grant the license to Pray Together above.

You understand and agree that we may monitor or review any Content you post as part of a Service. We may delete any Content, in whole or in part, that in our sole judgment violates this Agreement or may harm the reputation of the Service.

When communicating with our customer care representatives, you agree to be respectful and kind. If we feel that your behavior towards any of our customer care representatives or other employees is at any time threatening or offensive, we reserve the right to immediately terminate your account.

In consideration for Pray Together allowing you to use the Services, you agree that we, our affiliates, and our third-party partners may place advertising on the Services. By submitting suggestions or feedback to Pray Together regarding our Services, you agree that Pray Together may use and share such feedback for any purpose without compensating you.

You agree that Pray Together may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

8. Community Rules.

By using the Services, you agree that you will not:

- use the Service for any purpose that is illegal or prohibited by this Agreement.
- spam, solicit money from or defraud any users.
- impersonate any person or entity or post any images of another person without his or her permission.
- bully, “stalk,” intimidate, harass or defame any person.
- post any Content that violates or infringes anyone’s rights, including rights of publicity, privacy, copyright, trademark or other intellectual property or contract right.

- post any Content that is hate speech, threatening, sexually explicit or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- post any Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.
- solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other users or disseminate another person's personal information without his or her permission.
- use another user's account.
- create another account if we have already terminated your account, unless you have our permission.

Pray Together reserves the right to investigate and/ or terminate your account without a refund of any purchases if you have misused the Service or behaved in a way that Pray Together regards as inappropriate or unlawful, including actions or communications that occur off the Service but involve users you meet through the Service.

9. Other Users' Content.

Although Pray Together reserves the right to review and remove Content that violates this Agreement, such Content is the sole responsibility of the user who posts it, and Pray Together cannot guarantee that all Content will comply with this Agreement. If you see Content on the Services that violates this Agreement, please report it via info@theprayerdeck.com.

10. Purchases.

In App Purchases. Pray Together may offer products and services for purchase ("in app purchases") through iTunes, Google Play or other application platforms authorized by Pray Together (each, a "Software Store"). If you choose to make an in app purchase, you will be prompted to enter details for your account with your Software Store ("your IAP Account"), and your IAP Account will be charged for the in app purchase in accordance with the terms disclosed to you at the time of purchase as well as the general terms for in app purchases that apply to your IAP Account. Some Software Stores may charge you sales tax, depending on where you live. If you purchase an auto-renewing periodic subscription through an in app purchase, your IAP Account will be billed continuously for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing. If you do not wish your subscription to renew

automatically, or if you want to change or terminate your subscription, you will need to log in to your IAP account and follow instructions to cancel your subscription, even if you have otherwise deleted your account with us or the Pray Together application from your device.

Refunds. Generally, all charges for purchases are nonrefundable, and there are no refunds or credits for partially used periods. We may make an exception if a refund for any Pray Together offering is requested within fourteen days of the transaction date, or if the laws applicable in your jurisdiction provide for refunds.

For Pray Together subscribers residing in the EU or European Economic Area, in accordance with local law, you are entitled to a full refund during the 14 days after the Pray Together Plus subscription begins. Please note that this 14-day period commences when the subscription starts.

For Pray Together Plus subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio and Wisconsin, the terms below apply:

You may cancel this Agreement, without penalty or obligation, at any time prior to midnight of the third business day following the original date of this Agreement, excluding Sundays and holidays. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use the services of Pray Together) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described below.

To request a refund:

If you subscribed to Pray Together using your Apple ID, refunds are handled by Apple, not Pray Together. To request a refund, go to iTunes, click on your Apple ID, select "Purchase history," find the transaction and hit "Report Problem". You can also submit a request at <https://getsupport.apple.com>.

If you subscribed to Pray Together using your Google Play Store account: please contact info@theprayerdeck.com with your order number for the Google Play Store (you can find the order number in the order confirmation email or by logging in to Google Wallet). You may also mail or deliver a signed and dated notice which states that you, the buyer, are canceling this agreement, or words

of similar effect. Please also include the email address or telephone number associated with your account along with your order number. This notice shall be sent to: Pray Together Inc, The, Attn: Cancellations, 1035 Collier Center Way, COLLIER, Naples, Florida 34110-8474, USA.

11. Notice and Procedure for Making Claims of Copyright Infringement.

If you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service (and such description must be reasonably sufficient to enable us to find the alleged infringing material);
- your contact information, including address, telephone number and email address;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notice of claims of copyright infringement should be provided to the Company's Copyright Agent at info@theprayerdeck.com or the following address:

Copyright Agent c/o Pray Together Inc, The, Attn: Copyright, 1035 Collier Center Way, COLLIER, Naples, Florida 34110-8474, USA.

Pray Together will terminate the accounts of repeat infringers.

12. Disclaimers.

PRAY TOGETHER PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY,

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. PRAY TOGETHER DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICES WILL BE ACCURATE.

PRAY TOGETHER TAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER USER OR THIRD PARTY POSTS, SENDS OR RECEIVES THROUGH THE SERVICES. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK.

13. Third Party Services.

The Service may contain links to other web sites or resources. Pray Together is not responsible for the availability (or lack of availability) of such external websites or resources. If you choose to interact with the third parties made available through our Service, such party's terms will govern their relationship with you. Pray Together is not responsible or liable for such third parties' terms or actions.

14. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PRAY TOGETHER, ITS AFFILIATES, EMPLOYEES, LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, (II) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON, THROUGH, OR FOLLOWING USE OF THE SERVICES; OR (III) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT, EVEN IF PRAY TOGETHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PRAY TOGETHER'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICE EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO PRAY TOGETHER FOR THE SERVICE WHILE YOU HAVE AN ACCOUNT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

15. Arbitration, Class-Action Waiver, and Jury Waiver.

Except for users residing within the EU or European Economic Area and elsewhere where prohibited by applicable law:

- A. The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or the Service shall be BINDING ARBITRATION administered by the American Arbitration Association under the Consumer Arbitration Rules. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against the Company in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.
- B. By using the Service in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and the Company (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.
- C. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Collier County, Naples Florida. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.
- D. This Agreement, and any dispute between you and the Company, shall be governed by the laws of the state of Florida without regard to principles of

conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

- E. The online dispute settlement platform of the European Commission is available under <http://ec.europa.eu/odr>. Pray Together does not take part in dispute settlement procedures in front of a consumer arbitration entity for users residing in the EU or European Economic Area.

16. Governing Law.

For users residing in the EU or European Economic Area or elsewhere where our arbitration agreement is prohibited by law, the laws of Florida, U.S.A., excluding Florida's conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or the Services. For the avoidance of doubt, the choice of Florida governing law shall not supersede any mandatory consumer protection legislation in such jurisdictions.

17. Venue.

Except for users residing in the EU or European Economic Area, who may bring claims in their country of residence in accordance with applicable law, all claims arising out of or relating to this Agreement or the Services will be litigated exclusively in the federal or state courts of Collier County, Naples FL, U.S.A., and you and Pray Together consent to personal jurisdiction in those courts.

18. Indemnity by You.

You agree, to the extent permitted under applicable law, to indemnify, defend and hold harmless Pray Together, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of the Services, your Content, or your breach of this Agreement.

19. Entire Agreement; Other.

This Agreement, with the Privacy Policy and any terms disclosed and agreed to by you if you purchase additional features, products or services we offer on the Service, contains the entire agreement between you and Pray Together regarding the use of the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that

your Pray Together account is non-transferable and all of your rights to your account and its Content terminate upon your death. No agency, partnership, joint venture or employment is created as a result of this Agreement and you may not make any representations or bind Pray Together in any manner.