

Effective date: March 6, 2019

Q Prayer Terms of Service

These Terms of Service ("Terms") govern your access to and use of Sivoh, Inc. ("us", "we", or "our") services, including our various Q Prayer websites, Q Prayer mobile applications, SMS, APIs, email notifications, buttons, widgets, ads, commerce services, and any software provided on or in connection with the Q Prayer services (collectively, the "Services"), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). By using the Services you agree to be bound by these Terms.

1. Basic Terms

You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users of the Services and through third party services and websites. You should only provide Content that you are comfortable sharing with others under these Terms.

You may use the Services only if you can form a binding contract with Sivoh, Inc. and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services that Sivoh, Inc. provides are always evolving and the form and nature of the Services that Sivoh, Inc. provides may change from time to time

without prior notice to you. In addition, Sivoh, Inc. may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or other information. The types and extent of advertising by Sivoh, Inc. on the Services are subject to change. In consideration for Sivoh, Inc. granting you access to and use of the Services, you agree that Sivoh, Inc. and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

2. Privacy

Any information that you provide to Sivoh, Inc. is subject to our [Privacy Policy](#), which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the [Privacy Policy](#)) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Sivoh, Inc.. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services, which you may not be able to opt-out from receiving.

3. Passwords

You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination

of upper and lower case letters, numbers and symbols) with your account. Sivoh, Inc. cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

4. Content on the Services

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will Sivoh, Inc. be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

5. Your Rights

You retain your rights to any Content you submit, post or display on or through the Services. By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

You agree that this license includes the right for Sivoh, Inc. to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals who partner with Sivoh, Inc. for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use.

Such additional uses by Sivoh, Inc., or other companies, organizations or individuals who partner with Sivoh, Inc., may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that your Content may be syndicated, broadcast, distributed, or published by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. Sivoh, Inc. will not be responsible or liable for any use of your Content by Sivoh, Inc. in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

6. Your License To Use the Services

Sivoh, Inc. gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by Sivoh, Inc. as part of the Services. This license is for the sole purpose of enabling

you to use and enjoy the benefit of the Services as provided by Sivoh, Inc., in the manner permitted by these Terms.

7. Sivoh, Inc. Rights

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Sivoh, Inc. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the Q Prayer or Sivoh, Inc. name or any of the Q Prayer or Sivoh, Inc. trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding the Services or Sivoh, Inc. is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

8. Restrictions on Content and Use of the Services

Please review the [Q Prayer Rules](#) (which are part of these Terms) to better understand what is prohibited on the Services. We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services, to suspend or terminate users, and to reclaim usernames without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Sivoh, Inc., its Services, its users and the public.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Sivoh, Inc.'s computer systems, or the technical delivery systems of Sivoh, Inc.'s providers; (ii) probe, scan, or test the vulnerability of any system or network

or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise), unless you have been specifically allowed to do so in a separate agreement with Sivoh, Inc. (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Sivoh, Inc. is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

9. Copyright Policy

Sivoh, Inc. respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright

owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, Sivoh, Inc. will also terminate a user's account if the user is determined to be a repeat infringer. For notice of alleged copyright infringement appearing on the Services, please contact us at <https://www.qprayer.com/#contact>.

10. Ending These Terms

The Terms will continue to apply until terminated by either you or Sivoh, Inc. as follows.

You may end your legal agreement with Sivoh, Inc. at any time for any reason by deleting your accounts and discontinuing your use of the Services. You do not need to specifically inform Sivoh, Inc. when you stop using the Services. If you stop using the Services without deleting your accounts, your accounts may be deleted by Sivoh, Inc. due to prolonged inactivity.

We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the [Q Prayer Rules](#), (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 4, 5, 7, 8, 10, 11, and 12.

Nothing in this section shall affect Sivoh, Inc.'s rights to change, limit or stop the provision of the Services without prior notice, as provided above in section 1.

11. Disclaimers and Limitations of Liability

Please read this section carefully since it limits the liability of Sivoh, Inc. and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "SIVOH ENTITIES"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

A. The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS-IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE SIVOH ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The Sivoh Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be

available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Sivoh Entities or through the Services, will create any warranty not expressly made herein.

B. Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that the Sivoh Entities are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the Sivoh Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

C. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SIVOH ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE SIVOH ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR

THE AMOUNT YOU PAID SIVOH, INC., IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE SIVOH ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12. General Terms

A. Waiver and Severability

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Sivoh, Inc.'s failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

B. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of Georgia without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Augusta, Georgia, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do

not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Georgia (excluding choice of law).

C. Entire Agreement

These Terms, the [Q Prayer Rules](#) and our [Privacy Policy](#) are the entire and exclusive agreement between Sivoh, Inc. and you regarding the Services (excluding any services for which you have a separate agreement with Sivoh, Inc. that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Sivoh, Inc. and you regarding the Services. Other than members of the group of companies (if any) of which Sivoh, Inc. is the parent, no other person or company will be third party beneficiaries to the Terms.

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at <https://www.qprayer.com/terms>, will govern our relationship with you. If we make a change to these Terms that, in our sole discretion, is material, we will try to notify you via a service notification or email to the email address associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms. You are advised to review these Terms periodically for any changes.

These Terms are an agreement between you and Sivoh, Inc., PO Box 211232, Augusta, GA 30917-1232. If you have any questions about these Terms, please contact us at <https://www.qprayer.com/#contact>.