



Terms of Use

1. About MD/ MDLite (MD)

1.1 What Is MD / MDLite (MD)

MD/ MDLite provides a convenient platform for Ministry Leaders to create a profile, build and share ministry reports, track their ministry progression, seek feedback, access resources, and develop themselves and other leaders. The Ministry Development Portal (MD) is a web interface, and MDLite is a mobile application that is integrated with MD. Together they provides ministry support and development for ministry leaders, and administrative oversight for Church Administrators. For the purpose of this document, the term “MD” shall refer to MD, MDLite, or any combination of both.

1.2 Ownership

MD is provided and owned by the South Pacific Division of the Seventh-day Adventist Church, ABN 59 093 117 689, (referred to as “Seventh-day Adventist Church (SPD) Ltd”, “SPD”, “SPD Ltd”, “we,” “us,” and/or “our”). MD exists to support, resource, develop and provide leadership and reporting tools for Ministry Leaders (lay and employed) of the Seventh-day Adventist Church, its associate entities, and engaged in the Defence Force. These associated entities include churches, schools, Aged Care Residences, Conferences, Missions, Unions, Union Missions, and Division/s. More information on the SPD is available at our website <https://adventistchurch.com>

2. Agreement to Terms of Use

2.1 Your Acceptance of These Terms

These Terms and Conditions of Use (the “Terms of Use”) apply to the MD portal located at md.adventist.org.au, the MDLite mobile application, and all associated sites linked to it by SPD, its subsidiaries and affiliates, including MD sites and apps around the world (collectively, “MD”).

BY USING MD, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE MD.

SPD reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of MD following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, SPD grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use MD if you are invited by a duly appointed MD Administrator or Adventist Ministry Leader.

3. Access to MD

While we seek to be as inclusive as possible, there are some restrictions that govern those who may use MD. Users of MD:

- Must be at least 13 years old
- Must not be prohibited from receiving any aspect of our service under applicable laws

- We must not have previously disabled your account for violation of law or any of our policies.
- You must not be a convicted sex offender. Exceptions to this restriction require the express authorisation from the Secretariat of the Union.

Access to MD as an account holder is by invitation only from a member of the Ministerial Association. As an employee, invitations are issued by Conference, Union or Division Ministerial Secretaries who oversee the day to day running of the Ministerial Association. Lay leaders may be invited by the pastor of the local church in which they lead.

Access to participate in a process that is part of MD (for example as a Reviewer participating in completing a Review for a Ministry Leader) may be granted by an account holder.

By the use of the information, systems, forms and resources on MDLite app or Ministry Development Portal, (also referred to as “MD”, “the South Pacific Division of the Seventh-day Adventist Church”, “South Pacific Division”, “SPD”, “we,” “us,” and/or “our”) including our websites, apps, social accounts, and event material, you acknowledge and accept that our platforms are governed by the MD Terms of Use (referred to as “Terms”), the MD/ MDLite Privacy Policy (referred to as Privacy Policy) and other messages posted on this website or located within MD.

We may at any time vary the Terms without notifying you. Any changes to these Terms shall be immediately effective when they have been posted to the website.

4. Your Content

4.1 You Own Your Content

“Content” means any material, such as your files, content, email, messages, contacts, electronic documents, certificates, videos or images and so on that you upload and import into the Services or Software in connection with your user of the Services.

You retain all rights and ownership of your Content. These terms don't give us any right to your Content except for the limited rights that enable to offer the Services.

We need your permission to do things like host your Content, back it up, and share it when you ask us to. Our Services also provide you with features like photo thumbnails, document previews, email organisation, easy sorting, editing, sharing and searching. These and other features may require our systems to access, store and scan your Content. You give us permission to do those things, and this permission extends to our affiliates and trusted third parties we work with.

4.2 Content Review

You acknowledge that, in order to ensure compliance with legal obligations, SPD may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates these Terms (such as when unlawful content is reported to us), or whether it violates the purposes for which MD exists. We may also modify, prevent access to, delete or refuse to display

content that we believe violates the law or these Terms. However, SPD otherwise has no obligation to monitor or review any content submitted to the Services.

5. How You Can't Use MD

- You can't impersonate others or provide inaccurate information
- You can't do anything unlawful, misleading, or fraudulent or for an illegal or unauthorised purpose
- You can't violate (or help or encourage others to violate) these terms or our policies.
- You can't do anything to interfere with or impair the intended operation of the Service.
- You can't attempt to create accounts, or access, or collect information in unauthorised ways. This includes creating accounts or collecting information in an automated way without our express permission.
- You may not attempt to gain unauthorised access to any portion or feature of MD, or any other systems or networks connected to MD or to any SPD server, or to any of the services offered on or through MD, by hacking, password "mining" or any other illegitimate means.
- You can't attempt to buy, sell, or transfer any aspect of your account (including your username) or solicitor, collect, or use login credentials or badges of other users.

6. Right To Terminate an MD Account

You agree that SPD (including acting through duly appointed MD Administrators) may, in its sole discretion and without prior notice, terminate your access to MD, for cause, which includes (but is not limited to)

- (1) requests by law enforcement or other government agencies,
- (2) a request by you (self-initiated account deletions),
- (3) discontinuance or material modification of MD or any service offered on or through MD, or
- (4) unexpected technical issues or problems
- (5) Generating obscene or inappropriate content
- (6) Harassing colleagues or administrators
- (7) misusing MD (for example using MD for purposes other than intended)
- (8) Having been dishonourably retired or had employment suspended or terminated
- (9) other activities that tend to be violative

You agree that Apple will not be liable to you or to any third party for termination of your access to MD as a result of any violation of these Terms of Use.

7. Links to Other Websites

Our website may contain links to other websites operated by third parties. We are not responsible for the availability of content on the third party websites nor do we endorse, warrant or guarantee the products, services, or information described or offered at these other third party websites. Users cannot assume that the third party websites will abide by the same Privacy Policy to which we adhere.

8. Accounts, Passwords and Security

Certain features or services offered on or through MD may require you to open an account (including setting up a MD ID and password). You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify SPD Ltd immediately of any unauthorised use of your account or password, or any other breach of security. You may be held liable for losses incurred by SPD or any other user of or visitor or guest due to someone else using your MD ID, password or account as a result of your failing to keep your account information secure and confidential.

You may not use anyone else's MD ID, password or account at any time without the express permission and consent of the holder of that MD ID, password or account. SPD cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

9. Privacy Policy

The MD/ MDLite Privacy Policy is available in the MD and MDLite, and constitutes a part of the Terms. SPD's Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. MD Privacy Policy is located within MDLite, and on the MD Portal under the Documents Tab.

Additionally, by using MD, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you upload or send to MD may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

10. Intellectual Property

You agree that the Services, including but not limited to Content, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Services, contain proprietary information and material that is owned by SPD Ltd, and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for the purposes that MD exists for (as stated above), or for personal, non-commercial uses in compliance with this Agreement. No portion of the Services may be reproduced in any form or by any means, except as permitted by this agreement. You agree not to modify, rent, loan, sell, or distribute the Services or Content in any manner, and you shall not exploit the Services in any manner not expressly authorised.

The MD name/s, the MD logos, MD Lite, Auxano library, REAP cycle, Seasonal Ministry Reports, MD trademarks, service marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of SPD Ltd in Australia and other Countries throughout the world. You are granted no right or license with respect to any of the aforesaid trademarks.

We do not guarantee the accuracy, timeliness, reliability or completeness of any of the information contained on, downloaded or accessed from this website.

11. Limitation of Liability

The performance of this website and all information contained on, downloaded or accessed from this website are provided to you on an "as is" basis, without warranties of any kind. We shall not be responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, Internet access providers, computer equipment, software, or any combination thereof including any injury or damage to you or any other person's computer as a result of using this website. To the extent permitted by law, we also disclaim all warranties, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

We are not responsible for the actions or conduct of any users or content (including unlawful or objectionable content). We also are not responsible for services and features offered by other people or companies, even if you access them through our service.

Responsibility for anything that happens on the "Service" (also called "liability") is limited as much as the law will allow. If there is an issue with our service, we can't know what all the possible impacts might be. You agree that we won't be responsible ("liability") for any Lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these terms, even if we know they are possible. This includes when we delete your content, information, or account.

We reserve the right, at our sole discretion, to modify, disable access to or discontinue, temporarily or permanently, any part or the entire website or any information contained thereon without liability or notice to you.

12. Notice of Infringement

Our policy is to comply with all intellectual property laws and to act quickly upon receiving any notice of claimed infringement. If you believe that your work has been reproduced on this app or within the MD Portal in a manner that constitutes copyright infringement, please provide a notice of copyright infringement containing all of the following information:

- A physical or electronic signature of a person authorised to act on behalf of the copyright owner for the purposes of the complaint.
- Identification of the copyrighted work claimed to have been infringed.

- Identification of the material on our website that is claimed to be infringing or to be the subject of infringing activity.
- The address, telephone number or e-mail address of the complaining party.
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent or the law.
- A statement, under penalty of perjury, that the information in the notice of copyright infringement is accurate, and that the complaining party is authorised to act on behalf of the owner of the right that is allegedly infringed.
- Contact us to notify us of copyright infringement

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