

THEOVIA TERMS OF SERVICE

Version 5 — Effective Date: 9/3/2026 — Last Updated: 9/3/2026

Theovia is operated by **Blackmane Industries LLC** (“Theovia”, “we”, “us”, “our”), a limited liability company organized in Arizona, United States, with its principal place of business in Tempe, Arizona.

These Terms govern your use of the Theovia website at theoviaos.com, the Theovia mobile applications for iOS and Android, and all related features and services (together, the “Service”).

Please read these Terms carefully. By creating an account, accepting these Terms in the Service, or using the Service, you agree to be bound by them. If you do not agree, do not use the Service.

These Terms replace the Theovia Beta Agreement. If you accepted an earlier version, this version governs your use of the Service from the date you accept it.

1. Who may use the Service

You must be at least 18 years old to create an account, and older where your local law requires it. A minor may not hold an account, sign in, or send or receive messages through the Service.

If you accept these Terms on behalf of a church, temple, mosque, synagogue, or other religious, spiritual or philosophical community (a “Community”), you represent that you have authority to bind that organization, and “you” means both you and that organization.

The Service is not offered in the European Economic Area, the United Kingdom, or mainland China, and we do not knowingly accept registrations from those regions.

2. Your account

You agree to give accurate information when you register and to keep it current. You are responsible for your account and for anything done through it, including keeping your password confidential.

Your encryption keys are yours alone. When you create an account, your device generates a key pair. We hold only encrypted copies of your private key and neither of the secrets that open them. **If you lose your password and your recovery code, your encrypted message history cannot be recovered by us, by your Community, or by anyone.** This is a consequence of the encryption protecting you, not a defect.

You may delete your account at any time through the Service.

3. What the Service is

Theovia can be used in two ways.

A personal workspace is yours alone — calendar, scripture, prayer, meditation, your journal and the Theios study companion, **subject to the plan you are on**. It does not belong to a Community, and it has no leadership and no other member.

An institution workspace belongs to a Community you have joined or been invited to. It adds messaging, ministry vaults, prayer walls, announcements, events, service scheduling and, where offered, children's ministry check-in. Some information is necessarily visible to that Community's leadership, as described in our Privacy Policy.

We may change, add or remove features. If we make a change that materially reduces the Service you are paying for, you may cancel and we will refund any unused portion of a period you have already paid for.

4. Theios

Theios is a study companion built into the Service. You should understand four things about it before you use it.

It is not a professional. Theios is not a counsellor, a doctor, a lawyer, a therapist or an emergency service. Nothing it says is professional advice of any kind. **If you are in immediate danger, contact your local emergency number or a crisis line in your country.**

It can be wrong. Its responses can be incomplete, mistaken or misleading. Verify anything that matters with your pastoral leaders or a qualified person you trust. It is not a substitute for your pastor, your priest, your imam, your rabbi or any other spiritual leader.

In an institution workspace, a message that indicates you may be at risk of harming yourself is reported to that Community's leadership. The Community's administrator is notified, and depending on that Community's settings other leaders such as deacons may be notified as well. They receive a short alert naming you and saying that thoughts of self-harm were expressed — they are not shown what you wrote. Nothing else in a conversation with Theios triggers a notification. **In a personal workspace there is no leadership and no such alert.**

Your messages are processed by third parties. What you write to Theios is screened by our own model and then sent to a third-party artificial intelligence provider. This is described in detail in our Privacy Policy. Please do not write anything to Theios that you would not want processed by a third party.

5. Your content

You keep ownership of what you create. Your journal entries, messages, prayer requests and uploads remain yours.

You grant us a worldwide, non-exclusive, royalty-free licence to host, store, copy, transmit and display your content **solely for the purpose of operating and improving the Service for you**. This licence ends when you delete the content or your account, except for copies retained as described in the Privacy Policy.

We cannot read your encrypted content. Direct messages, ministry vault messages and confessions are encrypted on your device. The licence above is necessary to store and transmit them; it does not give us the ability to read them, because we do not hold the keys.

Content created within a Community's workspace belongs to that Community. Sermons, documents, announcements, events, newsletters, reels and video uploaded by a Community's leadership are the property of that Community, not of the individual who uploaded them. If you leave a Community, that material stays.

You are responsible for your content and for having the rights to it.

6. Acceptable use

You agree not to:

- Use the Service to harass, abuse, threaten, defame or harm anyone
- Upload content you do not have the right to upload, including copyrighted material
- Attempt to access another person's account, or any part of the Service you are not authorised to reach
- Interfere with, disrupt, probe or overload the Service or its infrastructure
- Reverse-engineer, decompile or attempt to derive the source code of the Service
- Use the Service to build or train a competing product, or to scrape its content
- Impersonate anyone, or misrepresent your affiliation with a Community
- Use the Service for any unlawful purpose, or in violation of any applicable law
- Circumvent any limit, quota or access control in the Service

We may suspend or terminate access for conduct that violates this section.

Enforcement and consequences. Suspension or termination is not our only remedy. Depending on the conduct, we may also remove or disable the content in question, report the matter to law enforcement or to the relevant Community 's leadership, preserve records for a legal proceeding, and pursue civil claims including injunctive relief and damages. Where the conduct causes us loss — including the cost of investigating, remediating or responding to it — you are responsible for that loss under Section 18. Nothing in this section limits any remedy available to us at law or in equity.

7. Children and Kids Ministry

No child may hold an account. Where a Community offers children's programming, a parent or guardian may create a record for their child so the Community can check them in and out safely. The account remains the adult's; the child has none.

A parent or guardian who creates a child's record represents that they have authority to provide that information, including any health information it contains.

A parent may delete their child's record at any time, through the Service or by contacting their Community's leadership. Deleting a parent's own account also removes the children's records they created.

Safeguarding is the Community's responsibility. The Service provides check-in tools and records; it does not supervise children, verify the identity of anyone collecting a child, or replace a Community's own safeguarding policies, background checks or duty of care. A Community may keep its own safeguarding records outside the Service, and is the controller of anything it keeps there.

Verification badges. The Service allows a Community's administrators to apply badges to members, including badges indicating a background check or verified status. **These badges reflect what that Community has recorded. We do not perform background checks, do not verify identity, and do not confirm that any check was carried out, was adequate, or remains current.** A badge is not a representation by us about any person, and it is not a substitute for a Community's own screening, supervision and safeguarding obligations.

8. Personal subscriptions and payment

Personal plans are named **Visitor**, **Personal** and **Personal+**. Visitor is free. **Prices are those displayed to you at the time of purchase, in your local currency**, and are not stated in these Terms because they vary by region and store.

Subscriptions renew automatically for the same period until cancelled. You may cancel at any time; cancellation takes effect at the end of the period you have already paid for, and you keep access until then.

Where you bought it determines how you cancel and how refunds work.

- **Purchased on the web (Stripe):** manage or cancel in your account settings. Except where the law requires otherwise, payments are non-refundable and we do not provide refunds or credits for partial periods.
- **Purchased in the iOS or Android app:** your subscription is with Apple or Google. Cancel through your App Store or Google Play account settings — we cannot cancel it for you. **Refunds for these purchases are granted by Apple or Google under their own policies, not by us.**

If a payment fails, we may suspend or downgrade your access until it is resolved.

9. Community subscriptions and payment

This section applies to Communities — religious, spiritual or philosophical. Section 8 applies to personal accounts.

Community plans are billed per member, in graduated bands. Members are priced in bands rather than at a single rate: an initial band of members is charged at one rate, the next band at a lower rate, and so on. The bands and rates in force are those displayed to you at the time of purchase.

Billable members. A billable member is any member of your Community other than the pastors included in your plan. **Administrators are billable.** Your plan includes a stated number of exempt pastor accounts; pastors beyond that number are billable.

How we count — snapshot in advance. Your fee is based on the number of billable members in your Community **on your billing date**, charged in advance for the period ahead.

- Your first charge is taken on the day your Community moves to a paid plan, for the members you have that day.
- Each following charge falls on the same date each month.
- **Members who join after a billing date are included from your next billing date**, at no additional charge for the current period.
- **Members who leave during a period do not reduce a fee already charged.** We do not pro-rate and we do not issue partial refunds.

Minimum monthly fee. A minimum monthly fee applies to **every paid Community plan**. Where your billable member count would produce a lower amount, the minimum applies instead.

Committed member numbers. Where we agree in writing a committed number of members for your Community, that number is the basis for your fee for the agreed term, regardless of your actual member count.

Changing plans. Moving between plans changes the **limits** available to your Community — member capacity, Theios interaction allowance, sermon video uploads, number of auto transcriptions, and the number of exempt pastors. **It does not change the per-member rates.** Your fee always reflects your billable member count on your billing date. A plan change takes effect immediately for limits and is reflected in your next invoice.

Limits are enforced. When your Community account reaches the member capacity of its plan, no further members can join until you move to a plan with more capacity. Theios interaction allowances, auto transcription and upload limits are enforced in the same way.

Payment method. Community account subscriptions are paid by bank debit (ACH) or card through Stripe. They are not available through the Apple App Store or Google Play.

Non-payment. If a Community's payment fails we will contact the Community's point of contact. If it remains unpaid we may suspend the Community's access, and after continued non-payment terminate it under Section 10.

Price changes. We may change prices. We will give at least 30 days' notice before a change takes effect for an existing Community, and the change applies from the following billing date. If you do not accept it, you may cancel before it takes effect.

Taxes. Prices exclude any applicable taxes, which are added where required.

10. Termination and what happens to your data

You may cancel or delete at any time. A personal account can be deleted in the Service. A Community may cancel by contacting us.

We may suspend or terminate your access if you materially breach these Terms, if payment remains unresolved, or if we are required to by law. Where practical we will give notice and a chance to put it right.

When a Community's account is terminated, its data is permanently deleted. This includes sermons, reels, documents, announcements, events, newsletters, uploaded files, groups, messages within that Community's workspace, service scheduling, and children's ministry records. It is not archived, and it cannot be recovered.

Export before you cancel. The Service provides export tools. **We do not hold a copy for you afterwards.** If you want your account's material, take it before termination.

Members keep their own accounts. Terminating a Community's account does not delete the personal accounts of its members. They lose that Community's account and its content; their personal workspace is unaffected.

Deleting a personal account is described in our Privacy Policy. Messages you sent to others remain in their copy of the conversation, as they would in any messaging service.

11. Intellectual property

The Service, including its design, features, underlying methods, software and content we provide, is the property of Blackmane Industries LLC and is protected by intellectual property law. These Terms grant you a limited, revocable, non-exclusive, non-transferable licence to use the Service, and nothing more.

"Theovia", "Theios" and our logos are our marks. You may not use them without written permission.

Feedback. If you send us ideas or suggestions, you grant us an unrestricted right to use them without obligation or compensation to you.

12. Copyright complaints

If you believe material on the Service infringes your copyright, send a notice under the Digital Millennium Copyright Act to **privacy@theoviaos.com**, including: identification of the work; identification of the material and where it is; your contact details; a statement that you believe in good faith the use is not authorised; a statement that the notice is accurate and, under penalty of perjury, that you are authorised to act; and your signature.

We will respond as the DMCA requires, and we may terminate the accounts of repeat infringers.

13. Third-party services and app stores

The Service relies on third-party providers listed in our Privacy Policy. We are not responsible for their acts or omissions, and their availability is outside our control.

If you obtained the app from the Apple App Store, you acknowledge: these Terms are between you and us, not Apple; Apple has no obligation to provide maintenance or support; Apple is not responsible for any product warranty or for addressing any claim relating to the app; Apple is not responsible for third-party claims that the app infringes intellectual property rights; you may not use the app if you are in a country subject to a U.S. Government embargo or listed as a terrorist-supporting country, and you are not on any U.S. Government restricted-party list; and **Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you.**

If you obtained the app from Google Play, your use is also subject to the Google Play Terms of Service.

14. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE DISCLAIM ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

The categories below are covered by that disclaimer. Listing them does not limit it.

Availability and uptime. We do not warrant that the Service will be available, uninterrupted, timely or error-free, that defects will be corrected, or that any particular feature will remain available. We give no uptime commitment and no service level agreement. Access may be interrupted for maintenance, for changes to the Service, or by events outside our control.

Theios and its output. Theios is a study companion. **We do not warrant that anything it produces is accurate, complete, current, appropriate or suitable for any purpose, and it is not professional, medical, legal, financial or pastoral advice.** Its safety features, including the self-harm reporting described in Section 4, are automated, best-effort and imperfect: they may not detect every instance, and they are not a monitoring or emergency service.

Content created by users. We do not review, endorse or verify content created by users or by Communities, and we are not responsible for it. Content encrypted on your device cannot be reviewed by us at all, as described in Section 5.

Communities and their leaders. The Service provides tools to a Community. **We do not supervise how a Community uses them, and we are not responsible for the acts or omissions of any Community, its leadership, its administrators, its volunteers or its members** — including membership decisions, pastoral conduct, safeguarding practices,

background checks, verification badges, or the supervision of children. Any dispute between you and a Community is between you and that institution.

Third-party services. The Service depends on third-party providers identified in our Privacy Policy, and on the Apple App Store and Google Play. **We do not warrant their availability, security, performance or acts, and we are not responsible for them.** A failure or change by a third-party provider may interrupt or alter the Service.

Security. We use the measures described in our Privacy Policy, but **no system is perfectly secure and we do not warrant that the Service or your data cannot be accessed, altered or lost.** Where your content is encrypted on your device, **we cannot recover it if you lose your password and your recovery code** — that is a consequence of the protection, not a defect.

Statements outside these Terms. No advice or information you obtain from us, whether spoken or written, creates any warranty not expressly stated here.

Where the law does not permit this. Some jurisdictions do not allow the exclusion of certain warranties. Where that is so, the exclusions above apply only to the extent permitted, and you may have rights that these Terms cannot affect.

15. Limitation of liability

Excluded damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BLACKMANE INDUSTRIES LLC AND ITS OFFICERS, MEMBERS, EMPLOYEES, CONTRACTORS AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, USE, GOODWILL OR OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY.

Aggregate cap. OUR TOTAL LIABILITY IN THE AGGREGATE, FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY — WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE — WILL NOT EXCEED THE GREATER OF:

- **(a)** THE TOTAL AMOUNT YOU PAID US IN THE TWELVE MONTHS IMMEDIATELY BEFORE THE EVENT GIVING RISE TO THE FIRST SUCH CLAIM; OR
- **(b)** ONE HUNDRED U.S. DOLLARS (US\$100).

Why there is a floor. The Service is available at no charge on the Visitor plan and to members of a Community who pay us nothing directly. **For those users the amount in (a) would be zero.** The floor in (b) is deliberate: it sets a defined minimum remedy for every user, including one who has never paid us, rather than leaving a free user with no contractual recovery at all. It is not an estimate of loss.

Multiple claims do not multiply the cap. The cap is a single aggregate limit across all claims and all claimants under one account. More than one claim does not raise it.

Data you cannot recover. This cap includes any claim arising from content you cannot recover because of the encryption described in Sections 2 and 14.

What is not limited. Nothing in these Terms excludes or limits liability for fraud or fraudulent misrepresentation, for death or personal injury caused by our negligence, or for any other liability that cannot lawfully be excluded or limited. Some jurisdictions do not allow certain exclusions, so parts of this section may not apply to you.

Basis of the bargain. The disclaimers in Section 14 and the limits in this Section 15 reflect an allocation of risk between us, are an essential basis of the bargain, and apply even if a limited remedy is found to have failed its essential purpose.

16. Dispute resolution and arbitration

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES MOST DISPUTES TO BE RESOLVED BY INDIVIDUAL ARBITRATION, AND IT LIMITS HOW YOU CAN BRING A CLAIM. YOU MAY OPT OUT UNDER 16.8.

16.1 What this section covers. This section applies to any dispute, claim or controversy between you and us arising out of or relating to these Terms, the Service, or our relationship, whether based in contract, tort, statute, fraud or any other theory, and whether arising before or after these Terms take effect. It does not apply to a dispute between you and a Community or another user.

16.2 Step one — tell us first. Before starting arbitration or any other proceeding, you must send us a written notice of dispute at privacy@theoviaos.com, describing the dispute and the relief you want, and including the email address on your account. We will do the same for any claim against you. **Neither of us may begin a formal proceeding for 60 days after that notice is sent**, so we can try to resolve it directly. This step is a condition of the arbitration in 16.3.

16.3 Step two — binding individual arbitration. If the dispute is not resolved within those 60 days, it will be settled by **binding arbitration administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules then in effect**, and not in court.

- The arbitration will be conducted by a single arbitrator.
- Unless we agree otherwise, it will be held in **Maricopa County, Arizona**, or, at your election, by telephone, by video, or on written submissions only.
- **Fees are governed by the AAA Consumer Arbitration Rules.** Where those rules require us to pay filing, administrative or arbitrator fees, we will pay them.
- The arbitrator may award any relief a court could award **to you individually**, and may not award relief to anyone who is not a party.
- The arbitrator decides all questions of arbitrability, except the enforceability of 16.5, which is for a court.
- The award is final and binding, and judgment on it may be entered in any court of competent jurisdiction.

16.4 What is excluded from arbitration. Either of us may instead: bring an individual claim in **small claims court** if it qualifies and stays there; or seek **injunctive or other equitable relief in court** to stop actual or threatened infringement or misuse of intellectual property or confidential information. Seeking relief under this paragraph is not a waiver of the rest of this section.

16.5 Class action waiver. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate the claims of more than one person or preside over any form of representative proceeding.

16.6 Jury trial waiver. YOU AND WE EACH WAIVE ANY RIGHT TO A TRIAL BY JURY for any dispute covered by this section.

16.7 If part of this section is unenforceable. If the class action waiver in 16.5 is found unenforceable **as to a particular claim**, then that claim alone must be brought in a court identified in 16.9, and **the rest of this section continues to apply to every other claim**. If any other provision of this section is found unenforceable, it is severed and the remainder continues in force. **We do not agree to class or representative arbitration in any circumstance.**

16.8 How to opt out. You may opt out of 16.3, 16.5 and 16.6 without affecting any other part of these Terms.

- **Deadline.** Your notice must be sent **within 30 days of the date you first accept these Terms** — the date we record when you accept them in the Service. It is a one-time right, and it does not restart when a later version of these Terms is issued.
- **How.** By email to **privacy@theovias.com** with the subject line **“Arbitration Opt-Out”**.
- **What it must say.** Your full name, the email address on your account, and a statement that you are opting out of the arbitration provision in Section 16. One notice covers one account.
- **Effect.** If you opt out in time, 16.3, 16.5 and 16.6 do not apply to you, and disputes proceed under 16.9. Everything else in these Terms, including Sections 14, 15 and 17, still applies. Opting out will not affect your access to the Service in any way.

16.9 Claims not subject to arbitration. Any claim not subject to arbitration — because it was excluded by 16.4, because you opted out under 16.8, or because 16.7 applies — will be brought exclusively in the state or federal courts located in **Maricopa County, Arizona**, and each of us consents to the personal jurisdiction of those courts and waives any objection to that venue.

16.10 Survival. This section survives termination of these Terms and of your account.

17. Governing law

These Terms, and any dispute arising out of or relating to them or to the Service, are governed by the laws of the State of Arizona, United States, without regard to its conflict of law rules, and by applicable United States federal law.

Arbitration is governed by federal law. Notwithstanding the paragraph above, **the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., governs the interpretation and enforcement of Section 16**, including whether a dispute is subject to arbitration. Arizona law governs the substance of a dispute; the Federal Arbitration Act governs how and where it is heard. Where the two would conflict as to Section 16, the Federal Arbitration Act controls.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

18. Indemnity

What you cover. You will defend, indemnify and hold harmless Blackmane Industries LLC and its officers, members, employees, contractors and agents from any third-party claim, demand or proceeding, and any resulting loss, liability, damage, settlement or reasonable legal fee, **to the extent it arises from any of the following:**

- Content you submit, upload or transmit through the Service that is unlawful, infringing, defamatory or otherwise in breach of these Terms
- Your breach of these Terms, including Section 6
- Your infringement or misappropriation of a third party's intellectual property, privacy or other rights
- Your use of the Service in violation of any applicable law
- Your misuse of the Service, including unauthorized access, interference, scraping, or circumvention of any limit or access control

Additional cover from a Community. If you accepted these Terms on behalf of a Community, that institution is also bound by this section, and it additionally applies to claims arising from **that institution's handling of member or children's information, its safeguarding practices and background checks, the verification badges it applies, the conduct of its leadership and volunteers, and its own use of the Service.**

What you do not cover. This section does not apply to a claim **to the extent it arises from our own negligence, willful misconduct or breach of these Terms.**

How a claim is handled. If we seek indemnity, we will: **(a)** notify you promptly in writing, though a delay only reduces your obligation to the extent it prejudices you; **(b)** give you sole control of the defence and settlement, except that **you may not agree to any settlement that imposes any obligation, payment or admission of fault on us without our prior written consent;** and **(c)** cooperate with you at your reasonable expense. **We may participate in the defence with our own counsel at our own cost.**

19. Changes to these Terms

We may update these Terms. **If we make a material change, we will notify you in the Service or by email before it takes effect**, and we will ask you to accept the new version. The version number and date at the top show which version you are reading.

We record which version you accepted, and when. Continuing to use the Service after a new version takes effect, or accepting it in the Service, means you agree to it.

20. General

Entire agreement. These Terms and our Privacy Policy are the entire agreement between us about the Service, and replace any earlier agreement including the Theovia Beta Agreement.

Severability. If any provision is found unenforceable, the rest remains in force, except as stated in Section 16.

No waiver. Our failure to enforce a provision is not a waiver of it.

Assignment. You may not assign these Terms. We may assign them in connection with a merger, acquisition or sale of assets, on notice to you.

Force majeure. Neither party is liable for failure to perform caused by events beyond its reasonable control.

Survival. Sections 5, 11, 14, 15, 16, 17, 18 and 20 survive termination.

Notices. We may give notice by email to the address on your account, or in the Service. Send notices to us at privacy@theoviaos.com.

21. Contact us

Blackmane Industries LLC Tempe, Arizona, United States

Email: privacy@theoviaos.com

By using Theovia, you acknowledge that you have read and understood these Terms of Service.