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Governing Law and Jurisdiction

This website (excluding linked sites) is controlled by the Psalm 121 Ministries from its offices within the Province of Manitoba, Canada. By accessing this site, you and the Psalm 121 Ministries agree that all matters relating to access to, or use of, this site shall be governed by the laws of the Province of Manitoba and the laws of Canada.

In these terms;

("you", "your"), referring to Adult of legal age in Canada of 18 & years of age and up. Adult being the parent and/or legal guardian of the said child ("child", "student", "participant"), who can enter into a contract or agreement of services, make purchases or using any of the services, provided by company Learning ("Company", "we", "our", or "us").

Company uses Zoom platform, Spotify, Apple Podcasts, iHeart, Riverside.FM., RSS Feed, You Tube, Wix, Facebook, Instagram, Google Classroom, Google Drive, Google Applications and other third-party applications as deemed necessary for delivery of courses, podcasts, other information and services. It is your responsibility to read and accept agree to comply with any terms, conditions and privacy policy that are specific to these third-party services and platforms. company learning shall not be deemed liable for any action, service, claims, third-party agreements, issues, breach of privacy, loss of data or any other activity these third-party services may carry out.

When you have registered your child for any of our courses, services, classes or tutoring, you have accept these terms and conditions. You have warranted that you have the legal authority to act and binding an agreement on behalf of said child.

In consideration of the mutual promises and agreements contained in these Terms of Use and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), you and Company agree as follows:

1. Purpose

Service(s) is made available to you for the purpose of providing you with information and certain services. All services and events provided by the Company to you by means of your use of service(s) are hereafter referred to as the "Services".

2. Accounts and Passwords

To access certain Services, you may need to create a gmail account in order to use Google Classroom and other Google Apps to obtain certain services. By doing so, you and/or youth as part of the process are solely responsible for all Google accounts created for the child, youth or your use.

“Personal Information” means any information about an identifiable individual, such as your name, e-mail address, mailing addresses, gender, date of birth, any data about you that you elect to provide through service(s) and any other information that identifies who you are. Registration Data and Personal Information will be used by Company solely in accordance with these Terms of Use and Company’s Privacy Policy.

You agree that you will and are solely responsible to: (a) maintain and update such Registration Data as necessary in order to keep such information current, complete, and accurate; (b) maintain the confidentiality of any passwords or other account identifiers which you choose or that are assigned to you as a result of any registration or account creation with service(s); and (c) be responsible for all activities that occur under such account. Further, you agree to immediately notify Company of any unauthorized use of your password or account in the event that the confidentiality of your password or your account is compromised. Failure to comply with this paragraph may result in immediate termination of your account.

3. Suspension and Termination of Access to Services

Company may suspend or terminate your, child or youth access to any services immediately without prior notice and without further obligation or liability to you if, in Company’s sole discretion, it determines you have breached these Terms of Use. Company may also suspend your access to services or terminate these Terms of Use at any time without written notice to you for any reason whatsoever. If the Terms of Use are terminated for any reason, you are still bound by the Terms of Use as set out herein.

4. Content

The company website and other company communication or media may include images, text, works, audio files, sounds and other content and data that are owned by third parties (“Third Party Content”). You agree that all of the terms and conditions of these Terms of Use relating to communication and services apply to your access to and use of any Third Party Content and you further agree to comply with any terms and conditions that are specific to the Third Party Content, including the terms and conditions specified under these Terms of Use. Company is not responsible, and assumes no liability, for any Third Party Content. All content and data made available by Company through any Third Party provider, including any Third Party Content, (the “Company Content”) is owned solely and exclusively by Company and/or third parties. You may not: (a) publish, publicly perform or display, or communicate to the public or otherwise distribute to any third party any of the Company Content; (b) market, sell, re-sell or make commercial use of service(s) or any Company Content; (c) systematically collect from service(s) and use any Company Content, including the use of any data mining, robots, or similar data gathering and extraction methods; or (d) make derivative uses of service(s) or the Company Content.

If you make any information, data or content available to Company on or through our services, including by contacting us, or providing comments or ideas on or about the Services (“User Content”), you are

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deemed to grant Company a non-exclusive, transferable, sub-licensable, irrevocable, royalty-free, perpetual, worldwide license to store, use, copy reproduce, modify, adapt, edit, translate, publish, perform and display any such User Content that you make available on, through, or in connection with service(s) without any payment of any type (including but not limited to donations (all are non charitable), subscriptions, education services, memberships) or restriction. You are solely responsible and liable for any User Content you make available on or through any communication about, directly to or on behalf of Company. If you make User Content available, you represent and warrant that you own or control all rights in and to the User Content and have the rights, licenses, consents and releases to grant the Company and its affiliates the license granted above. You represent and warrant that neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or the Company's use of the User Content, will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree that the Company may, but is not obligated to, proofread, summarize or otherwise edit and/or withdraw your User Content, and you understand it remains your sole responsibility to monitor your User Content and ensure that such edited Content is accurate and consistent with your representations and warranties in the Terms of Use.

Any User Content uploaded to service(s) is solely the opinion and the responsibility of the person or entity submitting it and does not necessarily reflect the opinion of the Company. The Company is not responsible, or liable to any third party, for the content or accuracy of any User Content by you or any other third party (unless explicitly specified).

The Company reserves the right, at any time and without prior notice, to remove or disable access to User Content that we, in our sole discretion, consider to be objectionable for any reason, in violation of the Terms of Use or otherwise harmful to service(s) or users, or for any other reason.

5. Code of Conduct

To promote the best learning environment possible, all students and parents will be held to this Code of Conduct. Failure to comply with this Code of Conduct or engaging in actions or attitudes that seem to be harmful to the atmosphere, other participants, or staff, in the opinion of Company can lead to removal from a Program or Program(s). Company reserves the right to dismiss students from a Program and prevent a student from attending additional programs without any prior warning for (1) violating any of the terms of this code of conduct, or (2) if Company determines that a Program is not a suitable and/or productive environment for a student (this includes incidents in which a student does not have sufficient English language skills to participate in the Program; participation in courses requires a high level of English understanding). Refunds will not be given for students dismissed for failure of the student or the parent to abide by the Code of Conduct, or if it is determined that a Program is not suitable for a student. While Company strives to maintain excellent relationships with students, in some rare cases, we may determine that Company is not a compatible environment for every student.

Students and parent(s)/guardian(s) may NEVER:

- Disrupt, bully, intimidate, or harass others;
- Use inappropriate language (for example, students cannot use of swear or curse words, racial, gendered, homophobic/transphobic, stereotypical, or culturally insensitive words, even if done in a joking manner);
- View, display or post any inappropriate material (including sexual content, material depicting inappropriate violence, racism, bullying, etc.) during a Program;

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- Share Program information (including lesson plans, Game Plan access etc.) with third-parties, without permission from Company;
- Impersonate another person; or Contact instructors outside of the Program;
- Engage in internet hacking;
- Create an account on or log into third-party websites without the permission of their parent/legal guardian.
- Use false information to create an account on or log into company and/or third-party websites;
- Share personal information with staff members or ask staff members for their personal information;
- Share, record, transcribe, create video or audio recordings of Company staff or another student.

Students and Parents/Guardians MUST:

1. Follow directions/instructions of Company personnel;
2. If online, ensure the student attends the Program in an appropriate, private setting;
3. Dress appropriately during the Program;
4. Adhere to the terms of use of any sites used, including following the specified age policies; and
5. Only share material that is related to lessons and appropriate.

6. Class Recordings

The company records all online classes and courses. Classes which take place through Zoom Platform which are recorded and saved by Zoom using cloud technology. Company may also retain copy(ies) of recorded class(es) at the discretion of the company. We value student and Teacher privacy, and use of Class Recordings for reference purposes only by Company Teaching Staff for reviewing and reference purposes. Specifically, Class Recordings are made available only to company Learning. These recordings are not shared with other students, parents and/or legal guardians. In addition, company Learning may use Class Recordings to provide feedback to Teachers, to improve our Services, for customer support, and for compliance purposes. We will not use Class Recordings containing images of you or your child(ren) for promotional purposes. By using the services, you consent to you and/or your child appearing in Class Recordings for the limited purposes set forth above.

7. Use Restrictions

You agree that when using services, sending digital content such as but not limited to emails, payment of any type (including but not limited to donations (all are non charitable), subscriptions, education services, memberships)s, website forms etc., you will not: (a) post or transmit any files which contain viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties; (b) post or transmit data or content which violates or infringes any third party rights, is false, misleading or inaccurate or is injurious to a third party or defames, libels or disparages any third party; (c) except as expressly permitted by these Terms of Use, provide, disclose, sublicense, distribute, transfer, assign or otherwise permit any third party to access, use, read or otherwise gain access to company service(s); (d) use company services to provide the benefit of the use of your account, if any, to or for any other person; (e) to the maximum extent permitted by applicable law, interfere with or circumvent any copyright or other technical protection mechanism or reverse engineer, decompile, disassemble, or otherwise in any manner deconstruct all or any part of Company Service(s) or any software or technology or content forming part thereof; (f) post or transmit data which constitutes unsolicited or unauthorized advertising or promotional material or any junk mail, spam, or chain letters; (g) post or transmit data or content which would be considered a criminal offence, give rise to civil liability, or would otherwise violate the law; (h) use service(s) or Services to harvest addresses, send spam or

otherwise breach these Terms of Use or the [Privacy Policy](#); (i) use any spider, robot or other automated, digital or electronic agent to monitor or copy web pages or any content from service(s) or for any other purpose in connection with your access to and use of service(s); (j) take any action or use any program or device that may result in or is intended to interfere with the operation and functioning of service(s) or to shut down, overload or overwhelm service(s); (k) copy, republish or redistribute any part of service(s), including by caching, framing or similar means, without the prior written consent of Company; or (l) take any inappropriate or unlawful actions, including the submission of inappropriate or unlawful content to or through service(s), including content that is harassing, hateful, illegal, profane, obscene, defamatory, threatening, or discriminatory, or that advocates, promotes, or encourages inappropriate activity, conduct that would be considered a criminal offence, or conduct that would give rise to civil liability or violate any law.

8. Personal Information

You agree that your use of service(s) and the Services is subject to the terms of Company [Privacy Policy](#), which is hereby incorporated by reference into, and forms an integral part of, the Terms of Use. By agreeing to the Terms of Use or by using service(s), you expressly consent to the collection, storage, use and disclosure of your information, including your personal information, according to the [Privacy Policy](#).

If you, for any reason, collect, store or process personal information when using service(s), you must comply with all applicable privacy and data protection laws, taking into account the nature of the information to be processed. You agree and warrant that you are solely responsible when using service(s) and Services for complying with applicable data protection, security and privacy laws and regulations in Manitoba and/or Canada including any consent and notice requirements and that you have conducted, and will at all times conduct, your business and your use of the Services, in compliance with all applicable Canadian privacy laws.

9. Fees and Charges

Your use of certain parts of service(s) or certain Services may be subject to certain fees or charges, which are disclosed to you when you register your child. A receipt of payment of any type (including but not limited to donations (all are non charitable), subscriptions, education services, memberships) with course information will be digitally sent to you with email address you provided to Company. If you choose to pay such fees or charges, the payment of any type (including but not limited to donations (all are non charitable), subscriptions, education services, memberships)s will be processed through a third party provider and will be subject to the [terms and conditions](#) outlined by such provider and release Psalm 121 Ministries of all and any liability.

10. Processing Payment of any type (including but not limited to donations (all donations are non charitable), subscriptions, education services, memberships)s

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

When buying an item or service, you agree that: (i) you are responsible for reading the full item or service listing before making a commitment to buy it: (ii) you enter into a legally binding contract to

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purchase an item or service when you commit to buy an item or service and you complete the check-out payment of any type (including but not limited to donations (all are non charitable), subscriptions, education services, memberships) process.

The prices we charge for purchasing our items and services are listed on the website. We reserve the right to change our prices for items and services displayed at any time without notice, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payment of any type (including but not limited to donations (all are non charitable), subscriptions, education services, memberships)s page.

“The fee for the items or services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged your payment of any type (including but not limited to donations (all are non charitable), subscriptions, education services, memberships) method.

11. Refund and Return Policy

Refund and Cancellation Policy: Individuals and Groups: Cancellation, and Refund Policy. No refunds for donations (all of which are non-charitable, non-receiptable donations). For all training services: you may transfer an original student to a future session of the same course or send another participant to take place of the original student within 6 months of the original booking. Individuals can cancel in writing (email) anytime without penalty up to 14 actual days before the course start date and receive a full refund, otherwise no refund will be processed. Group booking cancellations will be agreed upon in the corporate training contract. The refund payment of any type (including but not limited to donations (all are non charitable), subscriptions, education services, memberships) method will be will either to customer credit card or Company cheque. mailed to the address the customer provides.

12. Support

Company may in its discretion, without any obligation to do so and subject to the limitations of these Terms of Use (or as may be posted on service(s) from time to time), provide you with troubleshooting support concerning your use of service(s) and any Services.

13. Platform and Services Provided “AS IS”

YOU UNDERSTAND AND AGREE THAT service(s), THE SERVICES, ANY COMPANY CONTENT AND OTHER INFORMATION, DATA AND MATERIALS AVAILABLE ON service(s) OR PROVIDED AS PART OF THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR HEREIN AND PERMITTED UNDER APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OR CONDITIONS OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE, AND INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS, ANY CONDITION OR WARRANTY OF MERCHANT ABILITY, TITLE OR NON-INFRINGEMENT OF THIRD PARTIES RIGHTS AND ANY CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

COMPANY DOES NOT OFFER ADVICE OR RECOMMENDATIONS CONCERNING INFORMATION OR DATA CONTAINED IN ANY SERVICE(S) OR COMPANY CONTENT AND ANY ACTIONS TAKEN, OR FAILURES TO ACT, IN RELIANCE ON ANY COMPANY CONTENT (OR OTHERWISE ON THE SERVICES) BY YOU OR ANY OTHER PERSON IS YOUR SOLE RESPONSIBILITY AND LIABILITY. COMPANY SPECIFICALLY MAKES NO

REPRESENTATIONS OR WARRANTIES THAT service(s) OR ANY OF THE SERVICES (INCLUDING THE PROVISION OF ANY COMPANY CONTENT) WILL BE ACCURATE, RELIABLE, COMPATIBLE WITH YOUR COMPUTER OR ELECTRONIC DEVICE, OR COMPLETE OR WILL BE PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS OR THAT ANY ERRORS CAN OR WILL BE CORRECTED OR THAT ANY SERVICES, COMPANY CONTENT, DATA OR THE RESULTS DERIVED THEREFROM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT service(s) AND ITS SERVER ARE FREE OF VIRUSES AND OTHER HARMFUL ELEMENTS.

YOU ACKNOWLEDGE THAT COMPANY DOES NOT CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS, OR SERVICES OFFERED BY THIRD PARTIES ON OR THROUGH service(s). EXCEPT AS OTHERWISE AGREED IN WRITING, COMPANY AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF CONTENT OR PRODUCTS DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES THROUGH service(s).

IF YOU ARE DISSATISFIED WITH service(s), THE SERVICES OR WITH ANY OF THE TERMS, CONDITIONS, GUIDELINES, PRACTICES OR POLICIES OF COMPANY IN OPERATING service(s) AND IN PROVIDING THE SERVICES, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USING service(s) AND SERVICES.

14. Disclaimer of Warranties and Limitation of Liability

CONSUMER PROTECTION LAWS IN QUÉBEC PROHIBIT ANY STIPULATION THAT WOULD RELIEVE A MERCHANT FROM THE CONSEQUENCES OF HIS OR HER OWN ACTION. IF YOU ARE A QUÉBEC CONSUMER, TO THE EXTENT PROHIBITED UNDER QUEBEC LAW, THIS SECTION 14 DOES NOT APPLY TO YOU TO THE EXTENT THAT IT WOULD RELIEVE THE COMPANY OR ITS REPRESENTATIVE(S) OF LIABILITY FOR ANY ACTION OF THE COMPANY.

IN NO EVENT WHATSOEVER SHALL ANY OF THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, INTERNS, VOLUNTEERS, ASSISTANTS, SHAREHOLDERS, AFFILIATES, AGENTS AND THIRD-PARTY CONTRACTORS, SUPPLIERS AND LICENSORS (EACH A "COMPANY PARTY" AND COLLECTIVELY, THE "COMPANY PARTIES") BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHATSOEVER THAT ARE SUFFERED OR INCURRED IN ANY CONNECTION WITH THE USE OF PLATFORM OR SERVICES OR ANY INABILITY TO USE THIS PLATFORM OR THE SERVICES (INCLUDING IN ANY CONNECTION WITH THE TRANSMISSION OR DOWNLOADING OR STORAGE OF ANY DATA OR SUBMISSIONS TO OR FROM service(s) OR THE USE OF, OR RELIANCE ON, ANY COMPANY CONTENT OR OTHER INFORMATION OR DATA CONTAINED ON OR PROVIDED THROUGH service(s) OR SERVICES, OR LOSS OF OR DAMAGE TO FILES OR DATA OR ANY COSTS OF RECOVERING OR REPRODUCING ANY FILES OR DATA OR LOSS OF USE OR LACK OF AVAILABILITY OF SERVICES OR ANY BUSINESS INTERRUPTION OR LOSS OF REVENUE OR PROFIT OR ANY OTHER CONSEQUENTIAL ECONOMIC LOSS WHATSOEVER) HOWEVER CAUSED AND REGARDLESS OF THE FORM OR CAUSE OF ACTION AND WHETHER OR NOT FORESEEABLE, EVEN IF THE COMPANY PARTIES OR ANY OF THEM HAS BEEN INFORMED IN ADVANCE OR OUGHT REASONABLY TO HAVE KNOWN OF THE POTENTIAL FOR SUCH DAMAGES.

Company shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond Company's reasonable control, including but not limited to: mechanical, electronic, digital or communications failure or degradation or customer error or neglect.

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The terms and conditions of these Terms of Use that limit liability reflect an informed voluntary allocation of risk; such allocation represents a material part of these Terms of Use. You agree that the limitations of liabilities set out in these Terms of Use are fair and reasonable in the circumstances.

THE FOREGOING LIMITATIONS OF LIABILITY AND DAMAGES SET FORTH ARE FUNDAMENTAL AND FORM THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

15. Indemnity

You agree to defend, indemnify, and hold harmless the Company parties, employees, staff, volunteers, assistants, internship students, from and against any claims, actions, demands, losses, liabilities, damages, costs and expenses suffered by such persons, including without limitation, reasonable legal and accounting fees, alleging or resulting, directly or indirectly, from your: (a) breach of these Terms of Use, Privacy Policy and any policies incorporated by reference herein; (b) access to service(s) or use of the Services; (c) provision of User Content, Registration Data or other disclosure to Company of any other information or data and the use of same by Company or other Company Party as contemplated hereunder, including but not limited to any allegation or claim that such User Content or Registration Data infringes the intellectual property of other proprietary rights of any third party; and (d) breach of any laws, regulations or third party rights.

16. Intellectual Property

Service(s) and any content provided by the Company therein may be protected by copyright, trademark and or other intellectual property rights laws of Canada or other countries, in their entirety or in part. You are only permitted to use service(s) for purposes consistent with applicable laws and these Terms of Use. You agree that service(s), including all features and functionality, information, original content, software, text, displays, images, video and audio, and the design, selection and arrangement thereof, and all associated intellectual property rights therein, are owned by and will remain the exclusive property of the Company and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying service(s) or the Company Content.

All trademarks, service marks, logos, trade names, and any other source identifiers of the Company (or its suppliers, partner businesses or third-party licensors) used on or in connection with service(s) are registered and unregistered trademarks of the Company (or such supplier, partner business or third party licensor) in Canada and abroad. Trademarks, service marks, logos, trade names, and any other proprietary designations of third parties used on or in connection with service(s) or Company Content are used for identification purposes only and may be the property of their respective owners. Any use of any of the marks appearing on service(s) or in connection with the Services without the express written consent of Company or the owner of the mark, as appropriate, is strictly prohibited.

17. Links

Company provides links on service(s) to other websites, applications or resources, including those operated by parties other than Company. These links are provided for your convenience and Company is not responsible for the availability of such websites, applications or resources and does not endorse or accept responsibility for the content of such external websites, applications or resources and has no responsibility for or control over the terms of use or privacy policy (if any) of the operators of the

external websites, applications or resources. Your access and viewing of any third-party websites, applications or resources is conducted at your own risk. You are strongly advised to check the terms of use and the privacy policies of these external websites, applications or resources before making use of them. You acknowledge that Company may remove any link to any external websites, applications or to resources at any time for any reason whatsoever.

18. Jurisdiction

Service(s) is administered by Company from a site that is located in Manitoba, Canada. You acknowledge and agree that your use of service(s) and all of the communications, transmissions and transactions associated with service(s) shall be deemed to have occurred in the Province of Manitoba, Canada. You agree that these Terms of Use shall be exclusively governed by, construed and interpreted in accordance with the laws of the Province of Manitoba, Canada and that federal laws of Canada applicable therein and that the law of the Province of Manitoba is the proper law. You irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Manitoba in respect of all matters and disputes arising hereunder.

You expressly agree that, in the event that there is a dispute under these Terms of Use and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial and you hereby waive any right to trial by jury.

19. Waiver

No delay or omission by Company to exercise any right or power it has under these Terms of Use or to object to the failure of any covenant of you to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. Any waivers by Company must be in writing and signed by an authorized representative of Company.

20. Entire Agreement

These Terms of Use constitute the entire agreement between you and Company as it relates to the access to, and use of, service(s) and Services and the subject matter of these Terms of Use and supersede all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between Company and you. These terms and conditions may be changed with no obligation to notify parents/legal guardians, students/users/participants.

21. Interpretation

In these Terms of Use: (a) words denoting the singular include the plural and vice versa; (b) all usage of the word "including" means "including, without limitation," throughout these Terms of Use; (c) all dollar amounts are expressed in Canadian currency unless expressly provided otherwise; (d) the division of these Terms of Use into separate sections, subsections and the insertion of headings is for convenience only and shall not affect the construction or interpretation of these Terms of Use; (e) words or abbreviations which have well-known or trade meanings are used herein in accordance with their recognized meanings; and (f) you and Company agree that these Terms of Use shall not be construed in favour of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of these Terms of Use.

22. Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of these Terms of Use, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of these Terms of Use shall be valid and enforceable to the extent permitted by law.

23. Electronic Documents

This electronic document, and all other electronic documents referred to or incorporated herein, will be: (a) deemed for all purposes to be a “writing” or “in writing”, and to comply with all statutory, contractual, and other legal requirements for a writing; and (b) legally enforceable as a signed agreement. A printed version of these Terms of Use and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

24. Conformance with Law

In addition to complying with these Terms of Use, you agree to use service(s) and Services for lawful purposes only and in a manner consistent with all applicable local, national or international laws and regulations, including all privacy and personal information laws. service(s) and any Services shall not be used where, and to any extent, such use is prohibited by law. Your use of service(s) from any location is subject to your compliance with all applicable laws and regulations that may be applicable to you. You agree, and confirm, that your use of service(s) is in full compliance with the laws of the jurisdiction(s) to which you are subject, and that you are not prohibited from using service(s) due to any restriction whatsoever and that you have obtained all necessary consents and approvals required or reasonably necessary.

25. Termination

Company may terminate these Terms of Use and your use and access of service(s) and Services if you fail to comply with any provision of these Terms of Use. To the extent permitted by applicable law, the disclaimers, limitations on liability, termination, interpretative provisions, and your warranties and indemnities shall survive any termination of these Terms of Use. Company shall not be required to refund to you any amounts prepaid, if any, for use of service(s) or any Services, if Company has terminated your account or your use of, or access to, service(s) and/or any of the Services for breach of these Terms of Use. Company may also terminate your access to service(s) without notice at any time for any reason whatsoever, and any fees or charges paid by you in advance, if any, shall be refunded on a pro rata basis.

26. Contact / Notices

If you have any questions about the Terms of Use, or need to provide notice to, or communicate with, Company under the Term of Use, please contact Company at the contact information at the end of this agreement. Company may provide notices or communications to you on service(s) and you agree that such notices shall constitute notice to you whether or not you actually access the notice.

27. Assignment

These Terms of Use are personal to you, and are not assignable, transferable, or sublicensable by you except with Company's prior written consent. Company may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

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31. Promotional Emails and Content

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