

TERMS AND CONDITIONS:

These Terms and Conditions (the Agreement) is between Good News Mission Society, a 501(c)3 non-profit religious organization, DBA: American Christian Academy, (the Company) who is the owner and operator of the websites located at americanchristian.academy and aca-lms.org (the Sites) and any person who visits the Sites, the (User).

The use of the Sites, americanchristian.academy and aca-lms.org are offered to the User conditioned upon the User's acceptance without modification of the Terms and Conditions contained herein (the Terms). Use of the Sites constitutes agreement to all such Terms. The User should read these terms carefully, and keep a copy of them for reference.

USER PRIVACY:

Use of the Sites is subject to the Privacy Policies of the Sites. The User should review the Privacy Policies, which also govern the use of the Sites and informs Users of the data collection practices used by both Sites.

ELECTRONIC COMMUNICATIONS:

Visiting the Sites or sending or receiving emails to or from the Company constitutes electronic communications. The User consents to receive electronic communications, and agrees that all agreements, notices, disclosures and other communications that are provided to the User electronically, via email, or on the Sites, satisfy any legal requirement that such communications be in writing.

User ACCOUNT:

The User is responsible for maintaining the confidentiality of their user account and password, and for restricting access to their computer, and the User agrees to accept responsibility for all activities that occur via their user account or password. The User may not assign or otherwise transfer their account to any other person or entity. The User acknowledges that the Sites are not responsible for third party access to their account that results from theft or misappropriation of their account. The Company reserves the right to refuse or cancel service, terminate accounts, or remove or edit content at their sole discretion.

CHILDREN UNDER THE AGE OF EIGHTEEN:

The Sites do not knowingly collect, either online or offline, personal information from persons under eighteen years of age without the consent of their a parent or legal guardian. A User under 18, may only use the Sites with the permission of their parent or legal guardian. A User under the age of 18, may not obtain a User ID on the Sites without the consent of their parent or legal guardian.

REFUND POLICY:

All refunds or cancellations of learning center services or products purchased from Good News Mission Society, DBA: American Christian Academy, on the Sites are governed by the Refund Policy found on the Sites.

THIRD PARTY LINKS OR SERVICES:

The Sites may contain links to other websites (Linked Sites). The Linked Sites are not under the control of the Company, and the Company is not responsible for the contents of any Linked Site, including without limitation any link to another site contained in a Linked Site, or any changes or updates to a Linked Site. The Company is providing these links to the User only as a convenience, and the inclusion of any link on the Sites does not imply an endorsement by, nor an association with the Company.

Certain services made available via the Sites are delivered by third party sites and organizations. By using any product, service or functionality originating from the Sites, the User hereby acknowledges and consents that the Company may share such information and data with any third party with whom the Company has a contractual relationship with to provide the requested product, service or functionality on behalf of the users or customers of the Sites.

UNLAWFUL OR PROHIBITED USE OF THE SITE OR INTELLECTUAL PROPERTY:

The User is granted a non-exclusive, non-transferable, revocable license to access and use the Sites strictly and in accordance with these Terms and Conditions. As a condition of the use of the Sites, the User warrants to the Company that the User will not use the Sites for any purpose that is unlawful, or prohibited by the Terms and Conditions. The User may not use the Sites in any manner which could damage, disable, overburden, or impair the Sites, or interfere with any other party's use and enjoyment of the Sites. The User may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Sites.

All content included as part of the Sites, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Sites, is the property of Company or its suppliers, and is protected by copyright and other laws that protect intellectual property and proprietary rights. The User agrees to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

The User may not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Sites. The Company content is not for resale. Use of the Sites does not entitle the User to make any unauthorized use of any protected content, and in particular the User may not delete or alter any proprietary rights or attribution notices in any content. The User may use protected content solely for personal use, and will make no other use of the content without the express written permission of the Company and the copyright owner. The User agrees not to acquire any ownership rights in any protected content. The Company does not grant the User any licenses, express or implied, to the intellectual property of the Company or licensors except as expressly authorized by these Terms and Conditions of use.

USE OF COMMUNICATION SERVICES:

The Sites may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and or other message or communication facilities designed to enable the User to communicate with the public at large or with a group (collectively, "Communication Services"). The User agrees to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, the User agrees that when using a Communication Service, the User will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as

rights of privacy or publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the User owns or controls the rights thereto, or has received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of any person's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another User of a Communication Service that the User knows, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other User from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service, and to remove any materials it deems to be improper or obscene in its sole discretion. The Company reserves the right to terminate the User's access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in the sole discretion of the Company.

The Company does not control or endorse the content, messages, or information found in any Communication Service and therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from the User's participation in any Communication Service. Managers and hosts are not authorized spokespersons for the Company, and their views do not necessarily reflect those of the Company.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction, and or dissemination. The User is responsible for adhering to such limitations if the User uploads the materials.

MATERIALS PROVIDED OR POSTED TO THE SITE:

The Company does not claim ownership of the materials the User provides to the Sites, (including feedback and suggestions) or posts, uploads, or submissions to the Sites or associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting a Submission the User is granting Company, affiliated companies and necessary sub-licensees permission to use User Submissions in connection with the operation of their Internet activities including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat User Submissions; and to publish the User's name in connection with the User's Submission.

No compensation will be paid with respect to the use of any Submission, as provided herein. The Company is under no obligation to post or use any Submission the User may provide, and may remove

any Submission at any time at the sole discretion of the Company. By posting, uploading, inputting, providing or submitting a Submission the User warrants and represents that the User owns or otherwise controls all of the rights to the User's Submission as described in this section including, without limitation, all the rights necessary for the User to provide, post, upload, or submit the Submission.

INTERNATIONAL USERS:

The Service is controlled, operated and administered by the Company from its offices within the United States of America. If the User accesses the Service from a location outside the of the USA, the User is responsible for compliance with all local laws within the United States of America. The User agrees that the User will not use the Company Content accessed through the Sites in any country, or in any manner prohibited by any applicable laws, restrictions or regulations. The Company has no obligation to obey any law or regulation of any jurisdiction other than those of the State of Oklahoma, and the laws of the Federal Government of the United States of America.

INDEMNIFICATION:

The User agrees to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of the User's use of or inability to use the Sites or services, any user postings made by the User, the User's violation of any Terms of this Agreement or the User's violation of any rights of a third party, or the User's violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will fully cooperate with the Company in asserting any available defenses.

LIABILITY DISCLAIMER:

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. GOOD NEWS MISSION SOCIETY, AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITES AT ANY TIME.

GOOD NEWS MISSION SOCIETY, AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. GOOD NEWS MISSION SOCIETY, AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GOOD NEWS MISSION SOCIETY, AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL

DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITES, WITH THE DELAY OR INABILITY TO USE THE SITES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITES, OR OTHERWISE ARISING OUT OF THE USE OF THE SITES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF GOOD NEWS MISSION SOCIETY, OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITES.

TERMINATION AND ACCESS RESTRICTION:

The Company reserves the right, at its sole discretion, to terminate the User's access to the Sites and the related services, or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Oklahoma, and the User hereby consents to the exclusive jurisdiction and venue of the courts of Oklahoma in all disputes arising out of or relating to the use of the Sites. Use of the Sites is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms and Conditions, including, without limitation, this section.

The User agrees that no joint venture, partnership, employment, or agency relationship exists between the User and the Company, as a result of this Agreement or use of the Sites. The Company's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of the Company's right to comply with governmental, court and law enforcement requests or requirements relating to the User's use of the Sites or information provided to or gathered by the Company with respect to such use.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Unless otherwise specified herein, this Agreement constitutes the entire Agreement between the User and Company, with respect to the Sites, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and the Company with respect to the Sites. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in American English.

CHANGES TO TERMS:

The Company reserves the right, in its sole discretion, to change the Terms and Conditions under which the Sites is offered. The most current version of the Terms and Conditions will supersede all previous versions. The User is encouraged to periodically review the Terms and Conditions to stay informed of updates to the Terms and Conditions.

CONTACT US:

The Company welcomes questions or comments regarding the Terms and Conditions of the Sites. The Company may be contacted by using any of the following means:

Email: by following this link.

Telephone: 405-504-4441

These Terms and Conditions are revised and effective as of 26 March 2021.

A current PDF copy of these Terms and Conditions can be downloaded by following this link.