

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.flickerofhope.ca** (the "Site"). This Site is owned and operated by Jennifer Gibb. This Site is an online community and membership that also promotes digital products.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available on our Site is the property of Jennifer Gibb and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Sale of Goods

These Terms and Conditions govern the sale of goods available on our Site.

The following goods are available on our Site:

- Free downloads;
- Mama's Daily Jesus Prompt Subscription; and
- Rooted Membership.

These Terms and Conditions apply to all the goods that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Subscriptions

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription.

To cancel your subscription, please follow these steps: Cancellation Policy:

1. Duration of Membership: The Rooted and Mama's Daily Jesus Prompts memberships each offer both month-to-month and annual payment plans.

2. Cancellation Terms and Conditions:

- Members must submit a cancellation request at least 7 days before the end of the current billing period to avoid being charged for the following billing cycle.
- If a cancellation request is received within 7 days of the end of the current billing period, the billing cycle will be charged, and the cancellation will take effect after the following billing period.

3. Refunds:

- Due to the instant access and nature of digital products, no refunds will be offered for canceled memberships or the purchase of individual digital products.

4. Membership Termination by Flicker of Hope:

- Flicker of Hope reserves the right to cancel a membership without notice if a member engages in harassing, derogatory, or hateful behavior toward Flicker of Hope, its entities, employees, or members. Efforts will be made to address the situation before cancellation occurs.

5. Cancellation Procedure:

- Members must submit cancellation requests via email to hello@flickerofhope.ca. Requests must be received no later than 7 days before the end of a billing cycle.

Payments

We accept the following payment methods on our Site:

- Credit Card;
- PayPal;
- Debit;
- Direct Debit; and
- Google Pay.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Consumer Protection Law

Where the *Consumer Protection Act*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Limitation of Liability

Jennifer Gibb and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Jennifer Gibb and our directors, officers, agents, employees, subsidiaries, and affiliates from any

actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Province of Ontario.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and Jennifer Gibb are unable to resolve any dispute through informal discussion, then you and Jennifer Gibb agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and Jennifer Gibb.

Notwithstanding any other provision in these Terms and Conditions, you and Jennifer Gibb agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

(289) 220-1049

jennifer@flickerofhope.ca

Unit 7 - Brock St. S., Whitby ON, L1N 4K4

You can also contact us through the feedback form available on our Site.

Effective Date: 24th day of April, 2024