

# TERMS OF SERVICE AGREEMENT

## RETURNS AND REFUNDS

We understand that sometimes refunds are necessary, and we strive to make the process as convenient as possible. Our Refund Policy is designed to provide you with peace of mind when purchasing from Go Tell It LLC.

### GO! SUBSCRIPTION REFUND POLICY:

0-31 days after purchase, 75% refund  
32-90 days after purchase, 50% refund  
91 days+ after purchase, 0% refund

### INDIVIDUAL UNITS, VBS, FAMILY EVENTS AND OTHER NON-SUBSCRIPTION PURCHASES

All individual unit, VBS, and event purchases are final and non-refundable.

If you need to request a refund, please email us at [info@gocurriculum.com](mailto:info@gocurriculum.com) and include your account name, email contact and any information pertaining to your subscription purchase.

If you have any questions or concerns regarding our Refund Policy, please contact us at [info@gocurriculum.com](mailto:info@gocurriculum.com).

### PHYSICAL PRODUCT RETURN POLICY

You have 60 days from the date of shipment to return any products with a manufacturer defect. Please ensure that the return is initiated within this period to be eligible for a refund or exchange.

### TO START THE RETURN PROCESS:

1. Contact customer service to initiate return and to receive a return shipping label. Email [info@gocurriculum.com](mailto:info@gocurriculum.com). Please include your order number, reason for return and whether you prefer a refund or an exchange.
2. Package items and attach return label emailed to you from GO! Curriculum. Send via USPS or UPS depending on shipping label.
3. **Refunds:** Once your return is received and inspected, we will send you an email notification. If your return is approved, a refund will be processed, and a credit will be automatically applied to your original method of payment.  
**Exchanges:** If you prefer an exchange, we will send you the new item once the returned item is received.

**RETURN SHIPPING ADDRESS:** GO! Curriculum, PO Box 3, Grover MO 63040

### CONDITION OF RETURNED ITEMS

Returned items must be in the same condition as when you received them. They must be unused and in their original packaging with all tags and labels attached.

## **AUTO RENEWAL**

For subscribers of GO! Curriculum or any other Go Tell It LLC subscription based product, your subscription will be auto-renewed at the end of your subscription period. You can easily cancel the auto-renewal at any time without canceling your current subscription by accessing your account information online.

## **GENERAL GUIDELINES**

A 12 Month Subscription License grants churches or organizations access to a variety of materials for a period of 12 months from the date of purchase. During this period, the church will be able to use the materials for their own internal use and for any services or activities that the church may provide. Every campus using GO! needs to have a current subscription to use GO! lessons and any downloaded material are licensed to be used within 12 months from purchase.

The church will be required to adhere to the terms of the license and any applicable copyright laws. The material is protected by copyright and any unauthorized use, reproduction, or distribution is prohibited. The church is responsible for ensuring that any use of the material complies with these terms and conditions.

This subscription is non-transferable. The church is responsible for any additional costs associated with the material, such as supplies and printing costs. Please see the Video Usage Guidelines for details on how to use any GO! videos.

## **GO! VIDEO USAGE GUIDELINES**

If you choose to download any GO! videos and post them (edited or unedited) online, you must follow the guidelines below.

### **YOUTUBE, VIMEO OR SIMILAR WEB PLATFORM:**

If you use YouTube, Vimeo or similar, you may only upload the video as “unlisted” and email the direct link to the families of your church.

### **FACEBOOK:**

In the case of Facebook, you may not upload or link to a copyrighted video or Home Video Portal page on a public page. Instead, create a private group and invite families to join. The video and downloaded materials should be accessible to the families of your church, but not to the general public.

### **HOME VIDEO PORTAL WEB ADDRESS AND PASSWORD:**

Please be careful when sharing the password and web address to any Home Portals that this is not done on a public website or public Facebook page.

With that said, it’s our desire that you are able to share the GO! resources to as many people in your church community as possible. Please share the links or invites with anyone you would normally reach with your church program.

**DOCUMENT THE COPYRIGHTED MATERIAL:**

Your GO! purchase gives you the right to use the provided copyright-protected material. To properly do so, you need to give credit in the video description or at the end of your video. Please include: "Copyrighted material provided by GO! Curriculum at [www.gocurriculum.com](http://www.gocurriculum.com)." Including this can help you avoid a mistaken removal or block.

**REMOVAL OF VIDEOS:**

We ask that you remove any GO! videos no later than one month after you post the video or your event.

If you have any questions, please email us at [info@gocurriculum.com](mailto:info@gocurriculum.com).

**TERMS OF SERVICE**

This SUBSCRIPTION SERVICES and LICENSE AGREEMENT ("Agreement") is made between Go Tell It, LLC, a Missouri business ("Go Tell It") and the subscriber ("Subscriber"). Go Tell It provides for the delivery of its GO! curriculum and materials by means of a subscription service or a and single download ("Services") hosted on its website located at <http://gocurriculum.com> or any successor site designated by Go Tell It ("Site"). All access to and use of the Services available through the Site is subject to the terms of this Agreement.

PLEASE CAREFULLY READ THE TERMS OF THIS AGREEMENT. BY CLICKING THE "I ACCEPT" ON YOUR SCREEN, OR BY OTHERWISE PROCEEDING TO USE THE SERVICES, SUBSCRIBER ACKNOWLEDGES THAT ITS AUTHORIZED REPRESENTATIVE HAS READ AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

This Agreement consists of the following terms and conditions governing Subscriber's access to and use of the Services and the Site and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Subscriber's access to and use of the Services and the Site. This Agreement may be amended or modified by Go Tell It within its sole discretion and without prior notice to Subscriber.

1. Definitions. All terms used in this Agreement will have the definitions given in this Agreement.
2. Term. This Agreement will be effective for one year ("Term") beginning on the date Subscriber or Purchaser accepts this Agreement ("Effective Date"). Notice shall be given to Subscriber prior to the expiration of the annual subscription for the opportunity to renew the subscription for another year.
3. Subscription to the Services "Subscriber" or Single Purchase Download "Purchaser." During the term of this Agreement, Go Tell It will provide Subscriber and/or Purchaser with non-exclusive, non-transferable and non-sublicensable rights to access and use the Services as permitted by this Agreement. Subscriber and/or Purchaser acknowledges that the Services and the database, software, hardware and other technology used by or on behalf of Go Tell It to provide the Services and operate the Site and their structure, organization, and underlying data, content and source code constitute valuable trade secrets of Go Tell It ("Technology"). Subscriber will not, and will not permit any third party to: (1) alter, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Services, Site or Technology; (2) interfere in any manner with the operation of the

Site or the hosting of the Services or Technology or attempt to gain unauthorized access to the Site or the Services; (3) sublicense, delegate or transfer any of Subscriber's rights or obligations under this Agreement to any third party; or (4) otherwise use the Services or Technology except as explicitly permitted by the Agreement.

4. Access to the Services. The rights granted under this Agreement entitle Subscriber to establish an account for accessing the Services ("Account"). Subscriber will create a user identification and password "Account ID" for access to and use of the Services. Each Account ID is personal in nature. Each Account ID may be used only by Subscriber and/or Purchaser alone. Subscriber and/or Purchaser will ensure the security and confidentiality of each Account ID and will notify Go Tell It immediately if any Account ID issued under this Agreement is lost, stolen or otherwise compromised. Subscriber acknowledges that it will be fully responsible for all liabilities and damages incurred through use of each Account ID (whether lawful or unlawful) and that any transactions completed through any Account or under any Account ID issued under this Agreement will be deemed to have been lawfully completed by Subscriber and/or Purchaser. In no event will Go Tell It be liable for the foregoing obligations or the failure by Subscriber and/or Purchaser to fulfill such obligations. Subscriber will be solely responsible, at its own expense, for acquiring, installing and maintaining all hardware, software and other equipment as may be necessary for Subscriber and/or Purchaser to connect to, access, and use the Services through any Account established under this Agreement.

5. Single Use of Services. Subscriber and/or Purchaser understands Go Tell It has the right to continually update and make changes to the lessons in the Go! curriculum and materials beyond the Term of this Agreement. Subscriber shall have a single-right use to those current Go! curriculum and materials received during the Term and shall not be permitted to reuse those curriculum and materials beyond the Term in which they were received.

6. Subscriber and/or Purchaser Information. Subscriber and/or Purchaser will be solely responsible for all data, information and other content provided, collected, or obtained through any Account established under this Agreement, whether or not such data or information is specifically requested by Go Tell It ("Subscriber Information"). Subscriber and/or Purchaser grants to Go Tell It all necessary rights and licenses in and to the Subscriber Information necessary for Go Tell It to provide the Services under this Agreement and for other purposes as set forth in this Agreement. By entering into this Agreement, Subscriber expressly consents to the use and disclosure of non-personally identifiable and other collected data and information. Go Tell It will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information resulting from Subscriber and/or Purchaser's use of the Services. To the extent any such data or information is collected by Go Tell It, the data and information will be solely owned by Go Tell It and may be used by Go Tell It for any lawful business purpose without a duty of accounting to Subscriber and/or Purchaser, provided that the data and information is used only in an aggregated form, without specifically identifying Subscriber as the source thereof.

7. Go Tell It Information. Subscriber and/or Purchaser will have the opportunity to access certain GO! curriculum content, data, information and other content provided through the Services ("Go Tell It Content"). The Go Tell It Content also includes the text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content available on or offered through GO!. All Go Tell It Content is protected by intellectual property rights, including, as applicable and without limitation, copyrights, trademarks, trade secrets, patents, and other proprietary and intellectual property rights

("Intellectual Property Rights"). All Site Content is owned by Go Tell It, David Rausch and its affiliates. Subscriber and/or Purchaser may print a copy of any Go Tell It Content solely for its own internal, Subscriber and/or Purchaser, non-commercial use, subject to the terms and conditions of this Agreement, including the following terms and conditions:

- Subscriber must use the Go Tell It Content in conformance with all terms and conditions displayed on the Site.
- Subscriber may use any Go Tell It Content only for instructional and educational purposes as part of programs sponsored by Subscriber, or for such other express purpose as may be expressly indicated on the Go Tell It Content itself.
- Subscriber must obtain all copies or reproductions of the Go Tell It Content directly from Go Tell It .
- Subscriber may not use any Go Tell It Content for any commercial purpose or charge a fee or other consideration in exchange for the Go Tell It Content.
- Subscriber may not utilize the Go Tell It Content to sell, advertise, endorse, or otherwise promote any other service, product, or party.
- All use of the Go Tell It Content must be accompanied by an acknowledgment that the Go Tell It Content is owned by Go Tell It .
- Subscriber must otherwise abide by all Intellectual Property Rights, notices, information, or restrictions contained on or in any Go Tell It Content.
- Subscriber obtains no ownership rights in or to the Site or Go Tell It Content through this Agreement, and no other rights to utilize the Go Tell It Content other than as expressly set forth in this Agreement. Go Tell It acknowledges and agrees that Subscriber will be permitted to reproduce and distribute Go Tell It Content solely to individuals who participate in Subscriber's educational activities in the ordinary course of Subscriber's business.

8. Fees and Payment. On or before the Effective Date and, as applicable, again on or before the first day of each renewal term under this Agreement, Subscriber will pay Go Tell It the applicable subscription fees specified through the Services ("Fees"). Go Tell It may change any portion of the Fees by posting the changes to the Site without otherwise notifying Subscriber, such changes to take effect at the beginning of the next renewal term of this Agreement. Subscriber is solely responsible for all Fees incurred through the use of each Account established under this Agreement. Unless otherwise specified, Subscriber will pay for all Fees via credit card or electronic check. All Fees are payable in U.S. dollars. Subscriber and/or Purchaser grants Go Tell It the right to charge the credit card or banking account provided to Go Tell It for all Fees incurred under this Agreement. Subscriber shall pay any and all taxes assessed by any local, state or federal taxing authority with respect to Services rendered pursuant to this Agreement.

9. Ownership. Go Tell It retains all right, title and interest, including, without limitation, in and to the Services, Site, Technology, Go Tell It Content, Intellectual Property and any additions, improvements, updates, and modifications thereto, including any derivative works. Subscriber acknowledges that it is not receiving any ownership interest in or to any of the foregoing. The Go Tell It name, logo, and the product and service names associated with the Services and Go Tell It Content are trademarks of Go Tell It or its affiliates, and no right or license is granted to Subscriber and or Purchaser to use them separate from Subscriber and/or Purchaser's right to access the Services.

10. Representations, Warranties and Covenants. Subscriber represents, warrants and covenants to Go Tell It that: (i) Subscriber has all requisite power and authority to execute, deliver and perform its obligations under this Agreement; and (ii) all of Subscriber's Information and any other data,

information or content provided by Subscriber to Go Tell It , whether in Subscriber's Order, through the Services or otherwise, is and will be current, accurate, truthful and complete and Subscriber will notify Go Tell It as necessary to maintain updated Subscriber's Information.

11. Disclaimers. GO TELL IT PROVIDES THE SITE, SERVICES AND GO TELL IT CONTENT "AS IS" AND "AS AVAILABLE" AND NEITHER GO TELL IT NOR ANY THIRD PARTY PROVIDER OF GO TELL IT WILL BE RESPONSIBLE OR LIABLE FOR ANY ERROR, DELAY OR INTERRUPTION IN THE SITE, SERVICES OR GO TELL IT CONTENT. NEITHER GO TELL IT NOR ANY THIRD PARTY PROVIDER OF GO TELL IT GUARANTEES OR MAKES ANY REPRESENTATION OR WARRANTY REGARDING THE TIMELINESS, RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS OR USEFULNESS OF ANY PORTION OF THE SITE, SERVICES OR GO TELL IT CONTENT TO WHICH THE SERVICES OR GO TELL IT CONTENT RELATE. EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THIS AGREEMENT, GO TELL IT SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SITE, SERVICES AND GO TELL IT CONTENT, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SUBSCRIBER ACKNOWLEDGES THAT IT HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT.

12. Defense and Indemnification By Subscriber. Subscriber will, at its own expense, indemnify, defend and hold harmless Go Tell It and Go Tell It's affiliates, officers, directors, shareholders, employees, agents and representatives from and against any loss, liability, cost, judgment, arbitration award, settlement, tax, penalty, action, damage, charge, expense or fee (including attorneys' fees and costs of collection) of any nature, and any claims, allegations or suits therefore incurred or suffered by Go Tell It, arising out of or relating to: (a) any use by Subscriber or any other person or entity of, or reliance by Subscriber or any other person or entity on, the Services or Go Tell It Content or any other any data, information, advice or materials provided by Go Tell It; (b) breach by Subscriber of any representation, warranty or covenant in this Agreement; or (c) Go Tell It's use of Subscriber's Information.

13. Notification Procedure. Subscriber's indemnification obligations are conditioned upon the indemnified party (a) giving prompt notice of the claim to the indemnifying party; (b) granting sole control of the defense or settlement of the claim or action to the indemnifying party (except that the indemnified party's prior written approval will be required for any settlement that reasonably can be expected to require a material affirmative obligation of or, result in any ongoing material liability to the indemnified party); and (c) providing reasonable cooperation to the indemnifying party and, at the indemnifying party's request and expense, assistance in the defense or settlement of the claim. In any event, the indemnified party will have the option of participating in the defense at its own expense.

14. Limitation of Liability. IN NO EVENT WILL GO TELL IT OR ANY THIRD PARTY PROVIDER OF GO TELL IT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITE, SERVICES OR GO TELL IT CONTENT, EVEN IF GO TELL IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, OPPORTUNITY, REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. GO TELL IT'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO GO TELL IT HEREUNDER IN THE MONTH PRECEDING ANY SUCH LIABILITY. SUBSCRIBER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT

AND THAT GO TELL IT WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

15. Termination. Go Tell It may terminate this Agreement at any time, provided that Go Tell It refunds to Subscriber any Fees prepaid by Subscriber under this Agreement for Services not yet performed as of the effective date of such termination. Subscriber may terminate this Agreement at any time, provided that Subscriber shall be charged a termination fee that is the equivalent of the fees for 3 months Services. Subscriber acknowledges that this termination fee will be charged to its credit card or banking account pursuant to Section 8 of this Agreement. Go Tell It may immediately suspend Subscriber's access to the Services, with or without notice to Subscriber, upon any actual, threatened or suspected breach of this Agreement or of applicable law.

16. Termination for Cause. Either party may terminate this Agreement if the other party breaches any material provision of this Agreement and, after providing written notice of such breach, does not cure such breach (provided that such breach is capable of cure) within 30 days.

17. Effects of Termination or Expiration. Upon any termination or expiration of this Agreement: (a) all rights and licenses granted to Subscriber in this Agreement will immediately cease to exist; (b) Go Tell It may promptly cease performing all Services; (c) all access by Subscriber to the Services (including all Go Tell It Content) will immediately end; (d) with the exception of data and information collected pursuant to Section 6, Go Tell It will discontinue all use of Subscriber Information and destroy all copies thereof in its possession. The provisions of Sections 10 through 14 of this Agreement will survive termination or expiration of the Agreement for any reason.

18. Assignment. Subscriber may not assign or transfer this Agreement, or assign or transfer any of Subscriber's rights or delegate any of Subscriber's duties under this Agreement, to any third party without Go Tell It's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. Go Tell It may assign or transfer this Agreement for any reason, including in connection with a merger acquisition or other transfer of Go Tell It. This Agreement will be binding not only upon the parties hereto, but upon their heirs, personal representatives, executors, administrators, successors or assigns; and the parties hereby agree for themselves and their heirs, personal representatives, executors, administrators, successors or assigns to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement.

19. Governing Law and Venue. This Agreement will be governed by the laws of the State of Missouri excluding its conflict of laws principles. The parties hereby irrevocably consent to jurisdiction and venue in the state and federal courts sitting in St. Louis County, Missouri. In any such dispute, the prevailing party will be entitled to recover its reasonable attorneys' fees and expenses from the other party.

20. No Relationship. The relationship intended or created by this Agreement between the parties creates no agency, partnership, franchise, joint venture or employment relationship. Neither party shall make any warranties or representations on behalf of the other party.

21. Notice. Any notice, consent, approval and other communication ("Notice") provided to Go Tell It by Subscriber under this Agreement must be delivered in writing by e-mail to [info@gocurriculum.org](mailto:info@gocurriculum.org), through the Site at [www.gocurriculum.com](http://www.gocurriculum.com), or via U.S. Mail P.O. Box 3E, Grover, Missouri 63040. Go Tell It may provide Notice to Subscriber under this Agreement by posting of a general notice on the Site or through the Services, by electronic mail to Subscriber's e-mail address on record with Go Tell It, or by certified or registered mail (postage prepaid and return receipt requested) to Subscriber's address on

record in Subscriber Information. Any Notice sent under this Section will be effective upon receipt, the expiration of 48 hours after posting to the Site or through the Services, or 12 hours after sending (if sent by email), whichever occurs earliest.

22. Modifications. Go Tell It has the right at any time to modify the Services, Site or the Technology used to provide the Services, such modifications effective upon implementation. Go Tell It may also change any of the terms and conditions of this Agreement at any time. Use of the Services for a period of 15 days following notice of any such modification by Go Tell It will serve as Subscriber's acceptance of such modification, provided that any modification required by law will be effective immediately.

23. Waiver and Severability. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

24. Delays. Go Tell It shall not be liable for any delay or failure to provide Services or to perform any other duty or obligation hereunder, where such failure resulted from, arose out of, or was caused by any event beyond the reasonable control of Go Tell It, including delays caused by Subscriber or third parties or an act of God, war, civil disturbance, court order, labor dispute or other causes beyond Go Tell It's reasonable control, including without limitation failures or fluctuations in electrical equipment. In addition, the Services and Site may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Go Tell It is not responsible for any delays, failures, or other damage resulting from such problems. Subscriber acknowledges that website operations may be affected by numerous factors outside of Go Tell It's control.