

LEGAL NOTICE AND CONDITIONS OF USE:

- 1. OWNER OF THE WEBSITE:** As a user of the website, you are hereby informed that the website located at the URL: <https://chalicechapels.ca> (hereby referred to as the WEBSITE) is the property of the **CHALICE Canada** (hereby referred to as CHALICE) Revenue Canada Charity Registration Number 13759 1012 RR0001
Tel: [1\(800\)776-6855](tel:1(800)776-6855)
Address: [101 – 26 Union St, Bedford NS, B4A2B5](#)
Email: chalicechapels@chalice.ca

The WEBSITE and all its content, including texts, images, sounds, databases, codes and any other material, are the property of CHALICE, or any third parties who have authorised the use thereof by CHALICE.

- 2. PURPOSE:** The WEBSITE has been created as a social prayer platform which provides a space through which people who access the WEBSITE (here in after referred to as the “USERS”) can provide and exchange information and communicate with their friends or contacts by creating a user profile (hereinafter referred to as the “USER PROFILE”). In particular, it enables USERS to join in praying for the intentions of our sponsorship sites, as well as providing video based faith content and helping them connect with friends through prayers and comments that they make through the WEBSITE.

The purpose of this Legal Notice is to make the USERS of the WEBSITE aware of the conditions that govern access to and general use of the WEBSITE and the USER PROFILE. Access to and use thereof shall therefore necessarily mean acceptance of and compliance with these conditions of use.

- 3. CONTENT AND UPDATES:** The information contained on the WEBSITE is current as at the date of its latest update and should be deemed introductory information for the USERS in relation to the products and services and all other information contained on the WEBSITE. If the USERS should wish to confirm the date on which any information has been updated, they may make a request through the “CONTACT” section available on the website, or by sending an email to chalicechapels@chalice.ca

The conditions of use contained in this notice may be supplemented by CHALICE through special conditions that govern the use of certain products or services which may be offered on the WEBSITE. Any such special conditions shall replace, supplement or amend this Legal Notice and the Conditions of Use, where appropriate. In the event of any contradiction, the special conditions shall prevail over this Legal Notice and the Conditions of Use.

- 4. ACCESS AND USE:** Access to or use of the WEBSITE and the USER PROFILE are free of charge and made under the sole responsibility of the USERS, who shall have sufficient legal capacity and powers of representation for the use thereof. CHALICE shall not accept any liability arising from misuse of its content.

Access to and use of the WEBSITE, as well as the creation of a USER PROFILE, shall be PROHIBITED for persons less than eighteen (18) years of age. CHALICE may contact the USERS in order to verify that they are of the age required in this Legal Notice and the Conditions of Use.

The USERS undertake not to use the information, products or services CHALICE makes available to carry out any activities which are contrary to the law, accepted moral standards or public order, and undertake to make use thereof in accordance with these conditions. Furthermore, the products or services offered on the WEBSITE for the USERS are for their personal use and may not be used by the USERS for any financial or commercial purposes.

CHALICE will not allow the creation of a USER PROFILE for legal entities or natural persons who, acting on behalf of legal entities or in the exercise of their professional activity, aim to use their USER PROFILE for commercial, advertising or promotional purposes, or to carry out any activity for financial purposes.

Access to the products and services, as well as the creation of a USER PROFILE on the WEBSITE, shall require the USERS to provide truthful information and to identify themselves with their real name and the correct information. CHALICE may block, cancel or remove any USER PROFILE if it should identify any false or incorrect information. Furthermore, the USERS shall keep the information provided on the WEBSITE up to date.

Access to and use of the WEBSITE and the USER PROFILE shall mean that the USERS undertake to make proper use thereof, in accordance with the principles of good faith, accepted moral standards and public order. The USERS undertake not to use the WEBSITE or their USER PROFILE for fraudulent purposes and not to carry out any conduct which could damage the image, interests and rights of CHALICE or third parties; they also undertake to use the WEBSITE, the services and the content included therein diligently, properly and lawfully. Furthermore, the USERS undertake not to carry out any act aimed at damaging, disabling or overloading the WEBSITE, or in any way preventing the normal use and operation thereof.

5. LIABILITY FOR USE OF THE WEBSITE: The USERS accept liability for any use that they make of the WEBSITE and their USER PROFILE. Such liability shall include any registration which may be necessary in order to access certain services or content. The USERS undertake to make appropriate use of their USER PROFILE, as well as any content and services (such as blog services or discussion forums, if applicable) that CHALICE may offer through the WEBSITE, including, but not limited to, not using them to (i) carry out activities which are unlawful, illegal or contrary to good faith and public order; (ii) disseminate content or propaganda of a defamatory, racist, sexist, xenophobic, violent or pornographic nature, or any content which is clearly unlawful or illegal, supports terrorism or infringes human rights; (iii) cause damage to the hardware or software systems of CHALICE, its suppliers or third parties, or insert or spread any computer viruses or other hardware or software systems on the network which could cause the aforementioned damage; (iv) attempt to access and, if applicable, use the email accounts of other users and modify or manipulate their messages.

CHALICE acts as an intermediary which makes the WEBSITE available to the USERS. CHALICE accepts no liability for any loss or damage caused to the USERS as a consequence of any failure or disconnection in telecommunications networks which leads to the suspension, cancellation or interruption of the WEBSITE service during or prior to the provision thereof. CHALICE accepts no liability for any loss or damage caused by misuse of the WEBSITE or the USER PROFILE by the USERS.

Furthermore, CHALICE reserves the right to remove any comments and contributions which infringe upon respect for human dignity, are discriminatory, xenophobic, racist or pornographic,

infringe upon young people or children, public order or security, or those which, in its opinion, are not appropriate for publication.

6. MODIFICATION AND UPDATES: CHALICE reserves the right, without prior notice, to modify and update the content, products and services, configuration and presentation of the WEBSITE, as well as to remove them and restrict or prevent access on a temporary or permanent basis.

Under no circumstances shall CHALICE therefore accept any liability for the consequences of possible interruptions, as it cannot guarantee the reliability, availability or continuity of the WEBSITE.

7. LIABILITY WAIVERS: CHALICE denies liability for any information not contained on the WEBSITE and, therefore, not produced by CHALICE or published under its name. Specifically, it denies liability for the information contained on the websites or blogs of third parties which may be connected to the WEBSITE by links.

Furthermore, CHALICE shall not be liable for the opinions, information, images and references or content of any kind uploaded by the USERS through their USER PROFILE or any other forums, blogs or other participation tools which CHALICE has enabled on the WEBSITE. CHALICE does not identify with any of the opinions, references or content expressed or uploaded by the USERS through the WEBSITE or their USER PROFILE.

Moreover, CHALICE accepts no liability for any possible security errors which may occur due to the use of computers infected with a computer virus or any consequences which may arise from a malfunctioning browser or due to the use of out-of-date browser versions. CHALICE shall therefore under no circumstances accept liability for any loss or damage which may be caused to the USERS, despite CHALICE having adopted the necessary measures to avoid such loss or damage.

8. INDUSTRIAL AND INTELLECTUAL PROPERTY: All the content on the WEBSITE is the intellectual property of CHALICE or, if applicable, of third parties, unless specified otherwise. The content includes, but is not limited to, texts, photographs, graphics, images, icons, technology, software, links and other audio-visual or sound content, as well as the graphic design and source codes thereof.

Similarly, the trademarks, trading names and distinguishing marks are the sole property of CHALICE or, if applicable, of third parties, unless specified otherwise. The USERS shall at all times observe any intellectual and industrial property rights over the WEBSITE held by CHALICE or third parties. Assignment of the intellectual property rights over the WEBSITE shall be expressly prohibited.

CHALICE grants the USERS a limited, revocable and non-sub licensable licence to use the WEBSITE and the USER PROFILE on a strictly personal basis. With the exception of the aforementioned licence, any form of reproduction, distribution, public communication, modification and, in general, any act of commercial exploitation or use of all or part of the content (images, texts, designs, indices, shapes, etc.) which make up the WEBSITE and the USER PROFILE, as well as the databases and the software required for the viewing and operation thereof, shall be prohibited unless it has the express prior authorisation of CHALICE.

CHALICE will cancel the USER PROFILE of any USERS who breach or infringe these prohibitions, notwithstanding any other legal actions to which it may have recourse as a consequence of the infringement committed.

9. PROHIBITIONS ON USE: Any reproduction, copying, use, distribution, commercialisation, public communication or other activity which may be carried out in relation to the information contained on the WEBSITE without the authorisation of CHALICE shall be strictly prohibited, constitutes an infringement and will be punishable by current legislation.

Furthermore, access to or use of the WEBSITE and the USER PROFILE for illegal or unauthorised purposes, with or without a financial purpose, is prohibited. Specifically, the following is prohibited:

- Hosting, storing, disseminating, publishing, distributing or sharing any content which may in any way be deemed a breach of the fundamental rights to reputation, personal portrayal and personal and family privacy of third parties and, in particular, of minors.
- Hosting, storing, disseminating, publishing, distributing or sharing images or photographs which include images or personal data of third parties without having obtained the appropriate consent of the owners thereof.
- Hosting, storing, disseminating, publishing, distributing or sharing any content which breaches the confidentiality of communications, infringes industrial and intellectual property rights or the regulations governing personal data protection.
- Reproducing, distributing, making available or in any other way sharing, on or outside the WEBSITE, photographs or images which have been made available by other users of the WEBSITE.
- Using the service to slander, defame, intimidate, infringe the right of personal portrayal or harass other users.
- Making use of the WEBSITE or any of the services on the WEBSITE or the USER PROFILE illegally, or in any other way which could damage, overload or harm the service or the WEBSITE.
- Introducing computer viruses or corrupted files, or hosting, storing, distributing or sharing any other material or computer program which could cause damage or alterations to the content, programs or systems of the WEBSITE.
- Using the service to send advertising or commercial communications, to broadcast messages for advertising purposes or to gather data for the same purpose.
- Using the service, irrespective of its purpose, to send unsolicited mass and/or repeated emails to a large number of persons, or to send the email addresses of third parties without their consent.
- Gathering or compiling the email addresses or other contact information of other users through the WEBSITE service in order to send unsolicited emails or other communications..
- Hosting storing, disseminating, publishing, distributing or providing unsolicited or unauthorised advertising, illegal offers, promotional materials, junk mail, spam, chain letters or similar communications.
- Creating profiles on behalf or for the benefit of legal entities (companies, administrative entities, organisations, associations, political parties, trade unions, NGOs, etc.).

- Asking or requesting other users, through the WEBSITE or the USER PROFILE, for personal data, or requesting passwords or personal data.
- Creating a false identity, supplying or using false data in profiles, making false statements, providing false information about yourself and other persons or your relationship with them.
- Registering a profile on behalf of another person, or any other use of third-party identities and, in particular, identity theft.
- Using the WEBSITE or the USER PROFILE to organise any type of gambling, participation in which involves money or financially valuable objects.
- Preventing the normal development of an event or any other activity available through the WEBSITE or any of its functionalities, whether by altering or attempting to illegally alter its registration or participation, falsifying the result thereof or using fraudulent methods of participation, by means of any technical or computerised procedure, or any method which breaches or infringes this Legal Notice and the Conditions of Use.

In accordance with the above prohibitions, CHALICE may suspend, cancel or remove the USER PROFILE without giving notice to the affected USERS and without the right to any compensation. Furthermore, CHALICE may report any infringement of the applicable legislation or, if applicable, the possible perpetration of a crime, to the responsible judicial and police authorities.

Furthermore, if USERS should identify or become aware of any improper or inappropriate use, or use which infringes any of the rules contained in the Legal Notice and the Conditions of Use, in particular any of the prohibitions indicated above, they may contact CHALICE through the procedure provided for in condition 11 below, or by using the “REPORT USER” button included on the WEBSITE. CHALICE will analyse the report and, if applicable, may suspend, cancel or remove the USER PROFILE without giving notice to the affected USERS and without the right to any compensation. Moreover, it may notify the responsible judicial and police authorities of any breach of the law or, if applicable, the possible perpetration of a crime.

10. CONTENT OF THE USER PROFILE: When publishing content on the USER PROFILE (photos, files, texts, videos, sounds, drawings, logos or any other material, the USERS retain all rights thereof, albeit that they grant CHALICE a limited licence to publicly reproduce and communicate them, add information to them and convert them in order to adapt them to the technical requirements of the WEBSITE and the products and services offered. This authorisation is worldwide, non-exclusive (which means that the USERS may grant other licences over their content to any persons or entities, in addition to CHALICE), for the whole of the period for which the USERS have a current profile and for the sole and exclusive purpose of enabling CHALICE to provide the service according to the terms set out in this Legal Notice and the Conditions of Use.

The above licence will be terminated once the USERS remove their content from the WEBSITE or cancel their USER PROFILE. From that time on, CHALICE will stop all communication of the content as soon as possible.

Furthermore, the USERS acknowledge and accept that all the content published by them on the USER PROFILE is public and open, and that any person may therefore have access to it.

In relation to the content that the USERS publish on the WEBSITE, they warrant that:

- The USERS are the owners or holders of the rights which allow them to grant CHALICE the licence for publication of the content and that, where appropriate, they have obtained the required consent for this purpose from third parties.
- The content does not infringe any applicable laws, such as those relating to the right to privacy, portrayal and/or reputation, intellectual or industrial property rights or similar, or the rights of any third party, whether they are a person or an entity.
- If the USERS should publish the personal data of any of their followers or other persons, the USERS have previously informed them and obtained their consent for publication of the data in question.

If applicable, the USERS shall be liable to CHALICE for the veracity of the statements made, and shall hold CHALICE harmless from any action or claim filed by a third party in relation to the above statements or in relation to any legitimate right over the content that they have published on the service.

11. NOTIFICATION OF INFRINGEMENT OF RIGHTS: If any person or entity should become aware that their content has been published on the WEBSITE without their consent, leading to an infringement of intellectual or industrial property rights, the right to reputation, privacy or portrayal or any other right, they may notify CHALICE accordingly, as follows:

1. By ordinary post: by means of a letter sent to CHALICE CHAPELS C/O CHALICE CANADA with its address at [101 – 26 Union St, Bedford NS, B4A2B5 Canada](#)
2. By email: by means of a message sent to the following email address: chalicechapels@chalice.ca with the subject “Infringement of Rights”.

In both cases the request must be accompanied by the following information:

- Identification of the content or the personal data or protected right which has been infringed.
- Sufficient identification of the aforementioned content to enable CHALICE to locate it on the WEBSITE.
- Sufficient identification for CHALICE to be able to contact the claimant (email address and telephone number).
- Copy of ID document, passport or similar official document to enable identification of the claimant.
- A signed declaration in which the claimant states that the above information is true and confirms that they are the legitimate holder (or are authorised to act on behalf thereof) of the allegedly infringed rights.

12. LIABILITY FOR INTERACTIONS WITH OTHER USERS: the USERS are solely liable for any interactions that they may have with other users of the WEBSITE. CHALICE does not monitor the personal relationships of USERS, although it does recommend that they choose their followers and the people that join their network carefully. Of course, if someone harasses,

upsets or intimidates the USERS, they should immediately advise CHALICE of this in order that it may take the appropriate measures.

The WEBSITE shall not be liable for any disputes that the USERS may have with other users that do not involve a breach of this Legal Notice or the Conditions of Use by any of the other users. For example: in the event of a possible sale of products between users.

13. OTHER FORMS OF ACCESS TO THE SERVICE, PASSWORD RETRIEVAL AND OTHER NOTIFICATIONS: CHALICE may make a service available to the USERS for notifications to be sent to the email address provided by the USERS, or through mobile phone notifications, to inform them of the activity that takes place on their USER PROFILE and the network of followers on the WEBSITE. The USERS will always have the ability to opt-in or opt-out of these types of notifications by means of the USER PROFILE “My Profile > Preferences > Emails & Notifications” menu option on the WEBSITE. This notifications service will not affect any communications that the WEBSITE and CHALICE may make to the USERS in order to:

- Retrieve their password, if it has been forgotten
- Send them other email correspondence from Chalice.ca
- Send them confirmation of access to CHALICE products and services
- Change their email account.

The USERS acknowledge and accept that these types of communications and any others of a similar nature are necessary and therefore form part of the services offered through the WEBSITE, and different from the correspondence sent from Chalice.ca (eg. CHALICE monthly e-newsletter)

14. USE OF LINKS: The use of any technical, logical or technological resources through which someone, whether or not they are a USER of the WEBSITE, may directly or indirectly benefit, with or without profit, from the user profiles and the content of the WEBSITE, is prohibited.

USERS may not insert any link, hyperlink, framing or similar in their website, blog, forum, USER PROFILE on the WEBSITE or any social network for the purpose of redirecting other users to the URLs of content of the WEBSITE or CHALICE, or profiles of the WEBSITE or CHALICE, which could infringe its users’ rights to privacy, reputation and personal portrayal. If CHALICE should identify any link with these characteristics, it shall be fully authorised to act in order to remove the link in question and, if applicable, notify it to the responsible authorities.

15. CONDITIONS OF USE OF THE WEBSITE THROUGH A MOBILE DEVICE: All the provisions of this Legal Notice and the Conditions of Use will be applicable to any access that USERS may have to the WEBSITE through a phone or mobile device.

In this regard, the USERS must take into account that CHALICE does not make any charge for access through a mobile terminal to the WEBSITE or the USER PROFILE, but that the USERS’ mobile phone operator will apply the tariff taken out by the USERS for sending and receiving data. By means of the use thereof, the USERS therefore acknowledge and accept that their mobile phone operator may charge them for any data connection, text messages or other access through the mobile network.

In view of the above, CHALICE recommends that the USERS check with their operator the charges and tariffs that are applied when they use the WEBSITE through a mobile terminal, as well as whether they are subject to any type of restriction. The USERS will be solely liable for any cost incurred as a result of access to the service through their phone or mobile device.

CHALICE shall not be liable for any restrictions that the mobile operator may have established and which could mean that the WEBSITE does not operate normally. Furthermore, it is the USERS' responsibility to find out whether their mobile operator, the services that they have taken out and their mobile terminal are suitable for access to the WEBSITE. CHALICE shall not accept any liability in the event of failures in the telecommunications network of USERS' mobile operator or loss or breakage of their mobile terminal.

16. INTERNATIONAL CONDITIONS OF USE: The various products, services, website and apps that are governed by this Legal Notice and the Conditions of Use are managed by CHALICE, an entity which operates as a licensed Canadian Charity. Although the WEBSITE in question may be accessed from outside Canada, the USERS acknowledge and agree that they are designed to be used by any person or entity in any country or jurisdiction in which the use thereof does not infringe the local laws or regulations in force at any time.

Use of the products, services and apps on the WEBSITE by the USERS in a specific country shall be made under the responsibility of the latter. The USERS shall be solely liable for complying with the laws of the countries from which they access the WEBSITE and its content.

17. MODIFICATIONS: CHALICE may at any time replace or modify the Legal Notice and the Conditions of Use for technical reasons, or due to changes in the provision of the service or regulations, as well as making any modifications which may result from the applicable standard codes or, if applicable, as a result of strategic corporate decisions.

When CHALICE replaces or modifies the Legal Notice and the Conditions of Use, it will publish this on the WEBSITE in order that the USERS may accept it. If the USERS do not agree with the modifications made, they may unsubscribe from the service by following the procedure enabled for this purpose.

CHALICE recommends that USERS regularly check the Legal Notice and the Conditions of Use, as they may be subject to changes. They can check the current version whenever they wish by visiting the Legal Notice and Conditions of Use section at the bottom of the WEBSITE.

18. APPLICABLE LEGISLATION AND JURISDICTION: The use of the WEBSITE is subject to applicable federal, provincial and municipal laws and regulations and void where prohibited by law. The Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules or the rights and obligations as between the user and the Sponsor in connection with CHALICE shall be governed by and construed in accordance with the laws of Canada and of the province of Nova Scotia including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The decisions of the Sponsor with respect to all aspects of this use are final and binding on all users without right of appeal, including, without

limitation, any decisions regarding the eligibility/disqualification of users or user-related Information.