

AWKNG School of Theology

These Terms of Use (“Terms”) were last updated on December 16, 2021.

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If you purchase access to content on the Site, you must also agree to the Student Agreement.

Your access to the Site is subject to these Terms, and by using this Site, you agree to follow and be bound by the Terms, and further agree to comply with all applicable laws and regulations, including United States and Florida laws. In these Terms, the words “you” and “your” refer to each customer, Site visitor, or user. While “we,” “us,” and “our” refers to AWKNG. “Services” refers to all services provided by us on the Site.

YOU AGREE THAT BY USING THE SITE AND THE SERVICES YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY CAPABLE OF ENTERING INTO A CONTRACT. Minors are not eligible to use the Site without the supervision of a legal guardian and we ask that they do not submit any personal information to us. You acknowledge that we reserve the right to refuse service to anyone and to cancel user access at any time.

Changes to Terms: It is your responsibility to review the Terms periodically. If you do not agree to the Terms, do not use this Site or the Services. We may modify these Terms at any time without notice to you, and such modifications, additions, or deletions shall be effective immediately upon posting.

Changes to Site: We reserve the right to modify, change, or discontinue any aspect, service, product, or feature of the Site, including, but not limited to, the content, availability, and equipment needed to access or use the Site, at any time and without notice. If you have any questions about these Terms, please contact us through the “Contact” portal.

Accounts: You need an account for some activities on our Site. Keep your password somewhere safe, because you’re responsible for all activity associated with your account. If you suspect someone else is using your account, let us know by contacting us immediately.

When setting up and maintaining your account, you must provide and continue to provide accurate and complete information, including a valid email address. It shall be solely your responsibility to maintain the confidentiality of your e-mail address, password, and any other

account identifiers related to any personal account you created on the Site (the "Account"), and for restricting access to other users or computer(s). You also acknowledge and accept sole responsibility for any and all activity that occurs in connection with your Account.

Monitoring: We shall have the right, but not the obligation, to monitor your or other users' use of the Site to determine compliance with the Terms and to satisfy any law, regulation, or authorized government request. We may share personally identifiable information in response to a law enforcement agency's request, or where we deem, in our sole discretion, that it is necessary or otherwise required by law. For more information on what we may or may not disclose, please see the Privacy Policy, which is incorporated herein by reference.

Ownership: This Site is owned and operated by AWKNG. Aside from third-party licensed content, all rights, title, and interest in and to the Materials provided on this Site, including, but not limited to, information, documents, logos, graphics, sounds, images, audio-visual works, and the intellectual property rights therein, including, without limitation, copyright and trademark (the "Materials") are owned by us. Except as otherwise expressly provided herein, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted, or distributed in any way, and nothing on this Site shall be construed to confer any license under any of our intellectual property rights, whether by estoppel, implication, or otherwise. Any rights not expressly granted herein are reserved by us. Any use of the Materials that is not expressly authorized herein is prohibited unless written consent from AWKNG is obtained in each instance.

Accuracy of Information: AWKNG uses its best efforts to ensure that all of the information on the Site is complete, accurate, and up to date. However, information on the Site may from time-to-time be inaccurate, incomplete, and/or outdated. All specifications and prices of products and services on the Site are subject to change at any time without notice. While we use all best and reasonable efforts to accurately display the attributes of our products and services, we cannot guarantee the complete correctness of the information, content, products, or Materials provided throughout the Site. Furthermore, the presence of any products or services on the Site at a particular time does not mean that these products or services remain available. We reserve the right to discontinue any product or service at any time and for any or no reason.

Electronic Communication: By contacting us or creating an Account on the Site, you acknowledge and understand that we may, on occasion, send you communications or data via email regarding our products, services, and promotions. You agree to receive such communications from us. Unless an email is necessary to facilitate a transaction, such as to complete a sale or provide you with information related to a purchase, we will give you the opportunity to opt-out of receiving these commercial emails from us by following the opt-out instructions provided in such messages. You acknowledge and agree that all agreements, notices, disclosures, and other communications that we provide to you by email satisfy any legal requirement that such communications be in writing.

Pricing: Prices displayed on the Site are quoted in U.S. currency and are valid and effective only in the United States. Prices are subject to change at any time.

Third-Party Content: The Site may contain links to websites controlled by third parties. We have no control over the content of any third-party site, and these Terms do not govern your use of any such third-party site. Additionally, the Site may reference products, services, or other information by trade name, trademark, or otherwise, and such reference shall not be construed as an endorsement, sponsorship, or recommendation of or by such third parties unless expressly stated to the contrary.

Enrollment: When you enroll in a course or other content, you get a license from us to view it via the Site and no other use. You are not permitted to transfer, distribute, or resell content in any way. As a Student, when you enroll in a course or other content, whether it's free or paid content, you are getting a license from AWKNG to view the content via the Site, and AWKNG is the licensor of record. Content is licensed, and not sold, to you. This license does not give you any right to resell the content in any manner (including by sharing account information with a purchaser or illegally downloading the content and sharing it).

AWKNG grants you (as a student) a limited, non-exclusive, non-transferable license to access and view the content for which you have paid all required fees, solely for your personal, non-commercial, educational purposes through the Site and Services, in accordance with these Terms and any conditions or restrictions associated with the particular content or feature of our Services. All other uses are expressly prohibited. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense, or otherwise transfer or use any content unless we give you explicit permission to do so in a written agreement signed by a AWKNG authorized representative. This also applies to content you can access via our APIs.

We reserve the right to revoke any license to access and use any content at any point in time in the event where we decide or are obligated to disable access to the content due to legal or policy reasons, for example, if the course or other content you enrolled in is the object of a copyright complaint, or if we determine it violates our Terms or other agreements or the rights of a third party.

Payments: When you make a payment, you must use a valid payment method. You agree to pay the fees for content that you purchase, and you authorize us to charge your debit or credit card or process other means of payment for those fees. AWKNG works with payment service providers to offer you the most convenient payment methods and to keep your payment information secure.

When you make a purchase, you agree not to use an invalid or unauthorized payment method. In the event that your payment method fails and you still get access to the content, you agree to pay us the corresponding fees within thirty (30) days of notification from us. We reserve the right to disable access to any content for which we have not received adequate payment.

Refunds and Refund Credits: If wish to withdraw from a course, you must contact AWKNG within the time period set forth for the relevant course as listed at <https://awkngschooloftheology.com/ourpolicies/>. No refund is due to you if you request it after the course drop date, as listed on the Site, has passed.

To request a refund, email: schooloftheology@awkng.com.

Without limiting the foregoing, if we believe you are abusing our refund policy, we reserve the right to deny your refund, restrict you from other future refunds, ban your account, and/or restrict all future use of the Services. If we ban your account or disable your access to the content due to your violation of these Terms, you will not be eligible to receive a refund.

Content and Behavior Rules: You can only use the Site and Services for lawful purposes. You're responsible for all the content that you post on our platform or email to AWKNG. You must keep the reviews, questions, posts, and other content you upload or send to AWKNG in line with the law and respect the intellectual property rights of others. We can ban your account for repeated or major offenses. If you think someone is infringing your copyright on our platform, please report it in accordance with our DMCA Policy.

DMCA Policy: AWKNG respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, AWKNG will respond expeditiously to claims of copyright infringement committed using AWKNG's service(s) and/or the Site, if such claims are reported to AWKNG's Designated Copyright Agent identified in the sample notice below.

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing the following DMCA Notice of Alleged Infringement and delivering it to AWKNG's Designated Copyright Agent. Upon receipt of Notice as described below, AWKNG will take whatever action, in its sole discretion, it deems appropriate, which may include removal of the challenged content from the Site.

DMCA Notice of Alleged Infringement ("Notice")

1. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site or the exact location where such material may be found.
3. Provide your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.

4. Include both of the following statements in the body of the Notice:
 - "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to AWKNG's Designated Copyright Agent:

Or email us: schooloftheology@awkng.com

You may not access or use the Services or create an account for unlawful purposes. Your use of the Services and behavior on our platform must comply with applicable local or national laws or regulations of your country. You are solely responsible for the knowledge of and compliance with such laws and regulations that are applicable to you.

You must abide by the law and respect the rights of others: you cannot post any content that violates applicable local or national laws or regulations. You are solely responsible for any content and actions you post or take via the Site and Services and their consequences.

AWKNG has discretion in enforcing these Terms. We may restrict or terminate your permission to use our Site and Services or ban your account at any time, with or without notice, for any or no reason, including for any violation of these Terms, if you fail to pay any fees when due, for fraudulent chargeback requests, upon the request of law enforcement or government agencies, for extended periods of inactivity, for unexpected technical issues or problems, if we suspect that you engage in fraudulent or illegal activities, or for any other reason in our sole discretion. Upon any such termination we may delete your account and content, and we may prevent you from further access to the Site and use of our Services. Your content may still be available on the Site even if your account is terminated or suspended. You agree that we will have no liability to you or any third party for termination of your account, removal of your content, or blocking of your access to the Site and/or Services.

AWKNG's Rights to Content You Post: You retain ownership of content you post to the Site. You hereby grant us the right to share your content with anyone through any media, including

promoting it via advertising on other websites. When you post content, comments, questions, reviews, and when you submit to us ideas and suggestions for new features or improvements, you authorize AWKNG, in perpetuity, to use and share this content with anyone, distribute it and promote it on any platform and in any media, and to make modifications or edits to it as we see fit.

By submitting (via email or otherwise) or posting content on or through the Site, you grant us a worldwide, non-exclusive, perpetual, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute your content (including your name and image) in any and all media or distribution methods (existing now or later developed). This includes making your content available to other companies, organizations, or individuals who partner with AWKNG for the syndication, broadcast, distribution, or publication of content on other media, as well as using your content for marketing purposes. You also waive any rights of privacy, publicity, or other rights of a similar nature applicable to all these uses, to the extent permissible under applicable law. You represent and warrant that you have all the rights, power, and authority necessary to authorize us to use any content that you submit. You also agree to all such uses of your content with no compensation paid to you.

You agree not to submit, transmit, or otherwise make available in any manner any content (i) that is unlawful, harmful, obscene, hateful, threatening, abusive, defamatory, harassing, libelous, invasive of another's privacy, or is otherwise objectionable; (ii) that infringes the intellectual property rights of any party, including, but not limited to, copyright, trademark, privacy, or other personal or proprietary rights; or (iii) which contains a chain letter or constitutes any form of commercial solicitation, political campaign, mass mailing, "spam," or software virus. You may not use a false e-mail address or otherwise provide information that would be misleading as to the origin of such content. We are not responsible or liable for any claim, including, without limitation, loss or injury to real, tangible, or intellectual property, violations of personal privacy or privacy rights, actual, consequential or punitive damages, personal injury, or wrongful death made in connection with content submitted by a Site user, Student, or Instructor. You agree to defend, indemnify, and hold us harmless from and against any and all claims arising out of or relating to any content that you submit to the Site.

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We are not liable for disputes, claims, losses, injuries, or damage of any kind that might arise out of or relate to the conduct of Site users.

AWKNG's Rights: All right, title, and interest in and to the Site and Services, including, without limitation, our website, our existing or future applications, our APIs, databases, and the content our employees or partners submit or provide through our Services are and will remain the exclusive property of AWKNG and its licensors. Our Site and Services are protected by laws of the United States. You are not permitted to use the AWKNG name or any of the AWKNG trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding AWKNG, the Site, or the Services is entirely voluntary, and we will be free to use, or refrain from using, such feedback, comments, or suggestions as we see fit and without any obligation to you.

By using the Site, you agree not to (a) take any action, or (b) upload, download, post, submit or have AWKNG upload or post on your behalf or otherwise distribute or facilitate distribution of any material and/or content, using any communications service or other service available on or through the Site, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity; or
- is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, offensive, profane, pornographic, or obscene, or promotes hate or incites violence; or
- misrepresents the source, identity, or content of information transmitted via the Site; or
- constitutes unauthorized or unsolicited advertising, junk or bulk email ("spamming") or a chain letter, a pyramid scheme, petitions for signatures, charity requests, or any other similar solicitation; or
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, or other information of AWKNG or any third party; or

- impersonates, or falsely indicates an affiliation with, any person or entity, including, without limitation, any employee or representative of AWKNG; or
- collects, or attempts to collect, personal information about users without their consent or constitutes a solicitation, for commercial purposes, of any users of the Site; or
- otherwise violates these Terms, the Privacy Policy, or any other policy posted on the Site.

Additionally, you agree that you will not: (i) take any action that imposes, or may impose, in AWKNG's sole discretion, an unreasonable or disproportionately large load on AWKNG's infrastructure; (ii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; (iii) alter or modify any part of the Site; (iv) bypass any measures AWKNG may use to prevent or restrict access to the Site, other accounts, or computer systems or networks connected to the Site; or (v) interfere with any other user's enjoyment of the Site, including, without limitation, accessing an account of a Site user that is not yours.

You may not (and may not permit others to), directly or indirectly, modify, translate, decompile, disassemble, or reverse engineer any part of the Site, any content of third parties, or any other content available through the Site (except to the limited extent applicable laws specifically prohibit such restriction), or copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. In addition, you may not remove any proprietary notices, marks, or labels.

You shall not launch or otherwise use any robot, spider, scraper, or other automated means to access the Site or use the Service in a manner which sends more request messages to the AWKNG server in any given period of time than a typical human would normally produce in the same period by using a conventional online web browser to read, view, and purchase products. Notwithstanding the foregoing, we grant the operators of search engines permission to use robots to copy content from the Site for the sole purpose of creating publicly available searchable indexes of the content, but not caches or archives of the content, provided that we reserve the right to revoke these exceptions either generally or in specific cases.

DISCLAIMER OF WARRANTY: YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE, AND ALL MATERIALS AND PRODUCTS PROVIDED ON OR THROUGH YOUR USE OF THE SITE OR APPLICATIONS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

YOU EXPRESSLY ACKNOWLEDGE THAT AWKNG HAS NOT MADE AND MAKES NO REPRESENTATIONS REGARDING QUALITY AND DESCRIPTION OF OUR PRODUCTS.

WE MAKE NO WARRANTY THAT: (A) THE SITE, PRODUCTS, OR MATERIALS WILL MEET YOUR REQUIREMENTS; (B) THE SITE, PRODUCTS, OR MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, OR ANY SERVICES OR MATERIALS OFFERED THROUGH THE SITE, WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OR SERVICES PURCHASED OR OBTAINED BY YOU THROUGH THE SITE, OR IN RELIANCE ON THE MATERIALS OR SERVICES, WILL MEET YOUR EXPECTATIONS.

OBTAINING ANY PRODUCTS OR SERVICES THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. WE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, OR INFORMATION.

AWKNG IS NOT A LICENSED EDUCATIONAL INSTITUTION, AND NO DEGREES WILL BE EARNED OR GIVEN IN CONNECTION WITH THE SITE OR SERVICES.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IN NO EVENT SHALL WE AND/OR OUR OFFICERS, OWNERS, DIRECTORS, EMPLOYEES, AND/OR AGENTS BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES, INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COST OF SUBSTITUTE GOODS OR SERVICES, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR ANY ALLEGED COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF PROPERTY, AND/OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF OR POSTING OF ANY RECORD, CONTENT, OR TECHNOLOGY, PERTAINING TO OR ON THE SITE. YOU AGREE THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Miscellaneous: You agree that by registering, accessing, or using our Site or Services, you are agreeing to enter into a legally binding contract with AWKNG. If you do not agree to these Terms, do not register, access, or otherwise use our Site or any of our Services.

Authority: If you are accepting these Terms and using our Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.

Severability: If any part of these Terms is found to be invalid or unenforceable by applicable law, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect.

Waiver: Even if we are delayed in exercising our rights or fail to exercise a right in one case, it doesn't mean we waive our rights under these Terms, and we may decide to enforce them in the future. If we decide to waive any of our rights in a particular instance, it doesn't mean we waive our rights generally or in the future.

Force Majeure: We are not responsible for delay or failure of our performance of any of the Services caused by events beyond our reasonable control, including, but not limited to: an act of war, hostility, civil unrest, or sabotage; natural disaster; electrical, internet, or telecommunication outage; or government restrictions.

Indemnification: You agree to defend, indemnify, and hold us harmless from and against any and all claims and expenses, including, but not limited to, attorneys' fees and court costs, that arise out of or are related to your use of the Site and/or the Services. Your indemnification obligation will survive the termination of these Terms and your use of the Services.

Interpretation: These Terms were written in English (U.S.). To the extent any translated version of this Agreement conflicts with the English version, the English version controls.

Statement of Rights and Responsibilities: These Terms govern our relationship with you and others who interact with the Site as well as other products and Services, if any. By using or accessing the Site or our Services, you agree to these Terms, as updated from time to time.

Privacy: Your privacy is very important to us. We designed our **Privacy Policy**, incorporated herein by reference, to make important disclosures about how you can use the Site and how we collect and can use the content and information you share with us. We encourage you to read the Privacy Policy, and to use it to help you make informed decisions.

Advertising: We may link to or run advertisements and promotions from third parties on the Site. Your business dealings, correspondence with, or participation in promotions of, advertisers other than us, and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. We are not responsible or liable for any loss or damage of any sort incurred by you as the result of any such dealings or as the result of the presence of third-party advertisers on the Site.

Mobile and Other Devices: We currently provide access to certain portions of our Site for free, but please be aware that your carrier's normal rates and fees, such as data charges, will still apply regardless of whether you access the free or paid portion of the Site.

Termination: If you violate the letter or spirit of these Terms, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of the Site and/or Services to you.

Disputes: You will resolve any claim, cause of action, or dispute you have with us arising out of or relating to these Terms or the Site exclusively in the courts in and for Duval County, Florida, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of Florida will govern these Terms, as well as any other claim that might arise between you and us, without regard to conflict of law provisions.

Limitations on Claims: No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued, except where this limitation cannot be imposed by law.

Notices: Any notice or other communication to be given hereunder will be in writing and given by registered or certified mail return receipt requested, or email (by us to the email associated with your account or by you to schooloftheology@awkng.com).

Relationship: You and we agree that no joint venture, partnership, employment, contractor, or agency relationship exists between us.

Assignment: You may not assign or transfer these Terms (or the rights and licenses granted under them). Nothing in these Terms confers any right, benefit, or remedy on any third-party person or entity. You agree that your account is non-transferable and that all rights to your account and other rights under these Terms terminate upon your death. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Sanctions and Export Laws: You warrant that you (as an individual or as a representative of any entity on whose behalf you use the Services or the Site) aren't located in, or a resident of, any country that is subject to applicable U.S. trade sanctions or embargoes. You also warrant that you aren't a person or entity who is named on any U.S. government specially designated national or denied-party list.

If you become subject to such a restriction during the term of any agreement with AWKNG, you will notify us within 24 hours, and we will have the right to terminate any further obligations to

you, effective immediately and with no further liability to you (but without prejudice to your outstanding obligations to AWKNG).

You may not access, use, export, re-export, divert, transfer, or disclose any portion of the Services or any related technical information or materials, directly or indirectly, in violation of any United States and other applicable country export control and trade sanctions laws, rules and regulations. You agree not to upload any content or technology (including information on encryption) whose export is specifically controlled under such laws.

How to Contact Us

The best way to get in touch with us is to contact our Administrative Team at schooloftheology@awkng.com. We'd love to hear your questions, concerns, and feedback about our Services.