

Terms & Conditions

These Terms & Conditions ("Terms") are a legally binding agreement between you ("you", "your", "User", "Member") and **Mental Wellness Initiative** ("MWI", "we", "us", "our") governing your access to, and use of, our websites, platforms, programs, resources, and any other services we offer — including www.mentalwellnessinitiative.org and vault.mentalwellnessinitiative.org.

By accessing or using our services, you agree to these Terms. If you do not agree, please do not use our services.

1. AGREEMENT TO TERMS

- 1. You understand, acknowledge, and accept that by using any of the Services provided by MWI (including websites, digital/downloadable resources, programs, workshops, trainings, membership or vault areas, communications, etc.), you are bound by these Terms.
- 2. You must be at least **18 years old** to use our Services. If you are under 18, you may use our websites only with involvement of a parent or guardian.

2. OUR SERVICES

- 1. MWI offers mental wellness programs, educational content, community supports, online resources, membership or vault-based access to certain materials, and related services.
- 2. When you create an account or membership, you may be given access to certain restricted content, courses, or programs.
- 3. We reserve the right to change, suspend, or discontinue any part of our Services at any time.

3. ACCOUNT CREATION & RESPONSIBILITIES

- 1. To access certain parts of our Services, you may need to register for an account, create a membership, or pay a fee (if applicable).
- 2. You agree to provide accurate, current, and complete information during account registration.
- 3. You are responsible for maintaining the confidentiality of your login credentials and for all activities under your account.
- 4. If you believe there has been unauthorized use of your account, you must notify us immediately.

4. PAYMENTS, FEES & SUBSCRIPTIONS (If Applicable)

- 1. If a fee is required for a program, membership, or other part of the Services, details of the fee and payment terms will be made clear at the time of purchase/registration.
- 2. Payments may be recurring (e.g., monthly or annually) depending on the membership or program.
- 3. You may cancel your subscription or membership as described in the specific program's cancellation policy.
- 4. If you cancel, we generally will not provide refunds for amounts already paid, except where required by applicable law or as explicitly stated in the program description.

5. REFUNDS

Unless otherwise specified in a program's terms, all sales are final. We may, at our discretion, offer refunds or credits under certain circumstances.

6. CANCELLATION & TERMINATION

- 1. You may cancel your membership or program participation following the cancellation procedure described in the program's materials or on our site.
- 2. Upon cancellation, your access to paid content or membership benefits will end in accordance with the program's policies.
- 3. We may terminate or suspend your access to the Services if you breach these Terms, violate any policies, or for any other reason in our discretion.

7. USER CONDUCT

You agree not to:

- Post or share content that is unlawful, defamatory, harassing, hateful, violent, obscene, or otherwise inappropriate.
- Violate the rights (including intellectual property, privacy, or publicity rights) of others.
- Use the site or Services to transmit harmful software, viruses, worms or engage in malicious activities.
- Spam, send unwanted marketing or promotional materials.
- Use automated means to access or scrape the site without our permission.
- Share private content or discussions from our community platforms in ways that violate privacy expectations.

8. INTELLECTUAL PROPERTY

- 1. The content, materials, designs, graphics, logos, trademarks, and other intellectual property available on our Services ("MWI Content") are owned by or licensed to MWI.
- 2. You may use MWI Content solely for your personal, non-commercial use, unless given explicit permission otherwise.
- 3. You may not reproduce, distribute, modify, publicly display, or create derivative works of MWI Content without authorization.

9. DISCLAIMER & WARRANTIES

- 1. Our Services (and all content and materials) are provided "as is" without warranties of any kind, whether express or implied, to the extent permitted by law.
- 2. We do not guarantee that our Services will be uninterrupted, error-free, fully secure, or free from viruses or other harmful components.
- 3. We are not responsible for any decisions you make based on content provided. Our content is educational/informational, not professional mental health/medical advice.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, MWI (and its officers, board members, employees, volunteers, contractors) shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or goodwill, arising out of or in connection with your use of our Services.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless **Mental Wellness Initiative** and its affiliates and partners from any claims, damages, liabilities, losses, or expenses (including reasonable attorneys' fees) arising out of your use of the Services or violation of these Terms.

12. CHANGES TO TERMS

MWI may modify or update these Terms at any time. We will notify users of changes through email or via website update. Continued use of Services after changes means you accept the updated Terms.

13. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of [Insert your nonprofit's state of registration, e.g., Texas], without regard to conflict of law rules. Any legal action arising from or related to these Terms or the Services must be brought in the state or federal courts located in [Your County and State], unless otherwise required by law.

14. SEVERABILITY

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remainder of the Terms will still apply.

15. ENTIRE AGREEMENT

These Terms, together with any policies referenced herein (Privacy Policy, Data Protection Policy, etc.), constitute the entire agreement between you and MWI regarding your use of the Services.

16. CONTACT INFORMATION

If you have any questions, concerns or feedback about these Terms, please contact us:

Mental Wellness Initiative

Email: admin@mentalwellnessinitiative.org Website: www.mentalwellnessinitiative.org

Effective Date: 09/11/2025