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### Eligibility

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### User Registration

You may browse the Site and view certain materials without registering, but as a condition to using certain aspects of the Site, you must create a username and password to set up an account (“Account”). Your access to and use of such Account is governed by these Terms of Use and any additional terms and disclosures posted in your Account or otherwise made available to you. You agree to keep your password confidential and will be responsible for all use of your Account and password.

### User Content

In connection with your participation in our services or use of the Site, you may be asked to submit or contribute content and materials such as testimonials, feedback, ideas and suggestions, or other information or content (“Content”). You are solely responsible for any Content that you contribute, and you have full responsibility for such Content. All Content is considered non-confidential and non-proprietary. We will not have any ownership rights in any elements of your Content; however, by contributing Content, you grant Mental Health Foundation of West Michigan a non-exclusive, royalty-free, irrevocable, worldwide, perpetual right and license to use, reproduce, modify, adapt, translate, publish, display, perform, distribute and otherwise exploit or use in our discretion such Content in any manner or media now or later developed, including the right to change, create derivative works, sublicense, assign, and commercialize, subject to our Privacy Policy. THIS MEANS THAT WE MAY USE YOUR

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### **User Representations and Prohibited Activities**

By using the Site, you represent and warrant that: (1) all information you submit is true, accurate, current, and complete and you will promptly update any inaccurate information as necessary; (2) you have the legal capacity and you agree to comply with these Terms of Use; and (3) you will not use the Site for any illegal or unauthorized purpose and your use of the Site will not violate any applicable law or regulation. You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. You shall not use this Site for any purpose that is unlawful or prohibited by these Terms of Use.

### **Online Orders and Donations**

You may use the Site to order merchandise or make donations. Your chosen form of payment will be charged immediately upon completion of your purchase. The prices and availability of merchandise on our Site are listed in US dollars and are subject to change without notice. If we discover an error in either pricing or availability, we will seek to correct it. We reserve the right to revoke any offer and to correct any errors, inaccuracies or omissions (including after an order has been submitted and accepted). Pricing for our merchandise is listed without applicable tax, which may be calculated at the time of order. Payments for orders and donations made through our Site are processed by our third party service provider, Stripe, and are subject to its terms (available here: <https://stripe.com/privacy>). For more information or to talk with a representative about our programs and ways to give, please contact us as detailed at the end of these Terms of Use.

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You agree that we may collect, use and share certain information about you and your use of the Site, including but not limited to technical information about our services, your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, support, and other services to you (if any) related to the Site (collectively, “Usage Data”). We use Usage Data to improve the Site and our services, facilitate the provision of Site updates, and provide support. Usage Data is automatically transmitted to us by the Site. You acknowledge and agree that we retain sole and exclusive ownership of all right, title and interest in and to the Usage Data, and you shall have no rights to retain or use any of the Usage Data. We may use the Usage Data without limitation, but we will ensure that such Usage Data is anonymized and/or aggregated in such a manner that it no longer identify you before sharing Usage Data with third parties.

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You agree to defend, indemnify, and hold harmless the Mental Health Foundation of West Michigan and all of its officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your use of the Site or our product and service offerings; (2) your breach of these Terms of Use; (3) your violation of the rights of a third party, including but not limited to intellectual property rights; or (4) any overt harmful act toward any other user of the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

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These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of Michigan applicable to agreements made and to be entirely performed within the State of Michigan, without regard to its conflict of law principles. If you decide to take legal action related to these Terms of Use or the contents of this Site, you agree to file such action only in State courts in Kent County, Michigan, or the United States District Court for the Western District of Michigan, and you consent and submit to the personal jurisdiction of those courts for the purposes of litigating any such action and further agree that they are a convenient forum for you.

### **Miscellaneous**

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our

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### **How to Contact Us**

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