

## WEBSITE TERMS OF SERVICE – ASCEND Mental Wellness

These Terms of Service are a legal agreement that specifies the terms and conditions that apply to your use of the website located at <https://www.ascendmw.org/> (including all subdomains and related websites) and the services and materials offered by those websites (the “websites”).

**BY USING THE WEBSITES, AND RELATED SERVICES, YOU AGREE TO THE TERMS OF THESE TERMS OF SERVICE JUST AS IF YOU HAD SIGNED IT.** If you do not agree to be legally bound by these terms, you must not access or provide information to the websites covered by these Terms of Service.

The websites may provide services, information, ways to exchange information and links to other websites. All such services and information are provided at the sole discretion of the ASCEND Mental Wellness (“ASCEND MW”), and may be modified, deleted, or augmented at any time without prior notice or liability. The websites themselves may become unavailable at any time in the sole discretion of the ASCEND MW without liability.

You agree that you will not use the websites and any information and materials on the websites for any unlawful purpose. You agree that any information you provide to or through the websites shall be subject to the ASCEND MW Privacy Policy found at this [[ASCEND MW Privacy Statement](#)]

The websites may provide interactive features or user forums for users to exchange information on experiences related to mental health, wellness, and family support services. You agree to follow these Community Guidelines for the interactive features and user forums:

- Users will provide accurate registration information that the ASCEND MW may require to access the interactive features or user forums.
- Users will not post personally identifiable information, whether yours or belonging to another person. For example, you should not share in the forum dates of birth, phone numbers, addresses, photographs, videos, or other media.
- Users will not post information that detracts from any other user’s experience, this includes refraining from posting anything unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, ethnically, racially, religiously or sexually offensive, or otherwise objectionable or injurious to third parties.

ASCEND MW reserves the right to deny a user registration request to access the interactive features or user forums. ASCEND MW, in its sole discretion, for any reason or no reason, may take any action it deems necessary to support the Terms of Service. Such actions may include editing or deleting information users post on interactive features or forums and banning individual users.

The websites are owned by and contain material supplied and owned by ASCEND MW and other sources. Such material is protected by copyright, trademark, and other applicable laws. You are not authorized to modify or prepare derivative works based on any material from the

websites including but not limited to documents, images, code and software. All ownership rights in all materials on the website are reserved by ASCEND MW and other sources.

### **Payment Transactions**

ASCEND MW's Websites provide You with the opportunity to make an online payment donation.

You hereby acknowledge and agree that for all donations/payment transactions, (1) You will not use an invalid or unauthorized credit or debit card or other payment method; and (2) all donations/payment transactions are final and non-refundable.

### **Disclaimer of Warranties**

ANY MATERIAL OR INFORMATION PROVIDED ON THE WEBSITES IS PROVIDED "AS IS" WITH NO WARRANTIES INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED WARRANTIES OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ASCEND MW DOES NOT WARRANT THAT THE WEBSITES WILL BE OPERATIONAL, WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY, WILL NOT CONTAIN HARMFUL CODE OR VIRUSES, OR WILL BE CORRECT OR COMPLETE IN EVERY RESPECT. ASCEND MW DOES NOT WARRANT THAT THE WEBSITES WILL BE SECURE OR THAT INFORMATION PROVIDED BY YOU WILL NOT BE ACCESSED BY AN UNAUTHORIZED PERSON. ASCEND MW IS NOT RESPONSIBLE FOR ANY THIRD-PARTY WEBSITES THAT MAY BE LINKED TO THE WEBSITES.

### **Limitation of Liability and Indemnity**

TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL ASCEND MW BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITES OR ANY INFORMATION ON THEM OR ANY SERVICES PROVIDED ON OR THROUGH THE WEBSITES.

You agree to defend, indemnify and hold harmless ASCEND MW and its directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from a violation of these Terms of Service and your use of the websites and any services provided on or through the websites.

### **Governing Law, Jurisdiction, and Waivers**

This agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any principles of conflicts of law and you agree to bring any action related to the websites or the services provided on or through the website exclusively in courts in Washington County, New York, U.S.A. You acknowledge and agree that the warranty disclaimers and liability and remedy limitations in these Terms of Service are material in ASCEND MW's decision to provide the websites. If any provision of this agreement shall be

unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement, shall be enforced to the fullest extent allowed by law as to affect the intention of the parties, and shall not affect the validity and enforceability of any remaining provisions. This Agreement and any posted operating rules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. No waiver of any provision or any right granted hereunder will be effective unless set forth in a written instrument signed by the waiving party. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.