

Imagine Mindfulness - a Nonprofit Organization doing business as IM2

Terms of Service & Privacy Policy

Information on this site is for educational purposes only and should not be used as a substitute for medical or mental health care. Nor does any of the content from IM2 constitute a therapeutic relationship in any form. The downloadable meditations are not to be used while driving or operating any type of machinery where you could be harmed. Please contact your healthcare provider to determine if these services are right for you.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

This website is operated by IM2. Throughout the site, the terms “we”, “us” and “our” refer to IM2. IM2 offers this website, including all information, tools and services available from this site to you, “the user”, conditioned upon your acceptance of all terms, conditions, and policies stated here.

By visiting our site, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms, conditions, and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, customers, program participants, merchants, and/or contributors of content.

Any new content added to the website shall be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your use of or access to the website following any changes constitutes acceptance of those changes.

01 – WEBSITE TERMS OF USE

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state, province, or country of residence. You may not use our products for any illegal or unauthorized purpose or violate any laws in your jurisdiction. A violation of any of the Terms will

result in a termination of your Services.

02 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission.

03 – WEBSITE INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

04 – CHANGES TO THE SERVICE

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

05 – USER INFORMATION ACCURACY

You agree to provide current, complete and accurate account information for all programs. You agree to promptly update your information, including your email address and phone number.

07 – THIRD-PARTY TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools “as is” and

“as available” without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

08 – THIRD-PARTY LINKS

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating their content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

09 – USER SUBMISSIONS

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. We take no responsibility and assume no liability for any comments posted by you or any third-party.

10 – PERSONAL INFORMATION

Your submission of personal information is governed by our Privacy Policy.

11 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified.

SECTION 12 – PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated

by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall IM2, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless IM2, collaborators, principals, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions listed in this Terms of Service agreement.

SECTION 16 – TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our

sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 – GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the USA.

SECTION 19 – CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of, access to our website, or the Service following any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 – CONTACT INFORMATION

Questions about our Privacy Policy or Terms of Service should be submitted in writing to us at help@im2.info.

Privacy Policy - IM2

IM2 ("we," "our," or "us") values your privacy and is committed to protecting your personal information. This Privacy Policy outlines how we collect, use, disclose, and safeguard your information when you access or use our website located at www.im2.info (the "Website"). By accessing or using the Website, you consent to the practices described in this Privacy Policy.

1. Information We Collect

We may collect various types of information when you use our Website, including:

- a. **Personal Information:** We may collect personal information, such as your name, email address, postal address, phone number, and other contact details, when you voluntarily provide it to us. This may occur when you sign up, complete the Health Profile, make a donation, or contact us through the Website.
- b. **Donation Information:** If you make a donation through the Website, we may collect payment information, including credit card details. However, we do not store full credit card information. Payment processing is handled by third-party payment processors, and you should review their privacy policies for more information.
- c. **Usage Information:** We may collect information about your use of the Website, such as your IP address, browser type, operating system, device information, pages visited, and actions taken. We use cookies and similar tracking technologies to collect this information. You can adjust your browser settings to block cookies, but this may affect your ability to use certain features of the Website.

2. How We Use Your Information

We may use your information for the following purposes:

- To provide and maintain the Website.
- To process and acknowledge donations.
- To send you other communications about IM2.
- To respond to your inquiries and provide customer support.
- To analyze and improve the Website's functionality and user experience.
- To comply with legal and regulatory obligations.

3. Disclosure of Your Information

We do not sell, rent, or trade your personal information to third parties. However, your information may be shared with the following entities:

Service Providers: Information may be disclosed to third-party service providers who assist us in operating the Website, processing donations, or providing other services related to our mission. These service providers are contractually obligated to safeguard your information.

Legal Compliance: We may disclose your information if required by law, government agencies, or to protect our rights and the rights of others.

4. Security

We take reasonable measures to protect your personal information from unauthorized access, disclosure, alteration, and destruction. However, no method of transmission over the internet or electronic storage is entirely secure. While we strive to protect your personal information, we cannot guarantee its security.

5. Children's Privacy

The Website is not intended for anyone under the age of 18. We do not knowingly collect personal information from anyone under 18. If you believe we have inadvertently collected information from anyone under 18, please contact us, and we will promptly delete the information.

6. Changes to this Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices or for other operational, legal, or regulatory reasons. We will post the updated Privacy Policy on the Website, and the effective date will indicate when the changes take effect. Please review the Privacy Policy periodically to stay informed about our data practices.

7. Data Protection Rights under GDPR

This regulation gives individuals in the EU more control over their personal data and regulates businesses that store personal data. IM2 tries to take reasonable steps to allow our students to correct, amend, delete, or limit the use of your Personal Data. Please note that we may ask you to verify your identity before responding to requests as outlined below. As a resident of the European Economic Area (EEA), you have certain data protection rights. Please contact us via the "Connect with Us" button on the website if you wish to discuss how we collect, use, and store the Personal Information and/or if you want it to be removed from our systems.

9. Contact Us

If you have any questions, concerns, or requests related to this Privacy Policy or our data practices, please contact us at help@im2.info.