NDVerse Website Terms of Use

Last Modified: November 9, 2026

1. Acceptance of the Terms of Use

These Website Terms of Use (the "Terms") are entered into by and between you and NDVerse ("NDVerse," "we," "our," or "us"), an independent Ohio nonprofit organization recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code. These Terms govern your access to and use of https://ndverse.org and any NDVerse webpages, digital materials, accounts, forms, features, or online resources that link to these Terms (collectively, the "Website").

Please read these Terms and the NDVerse Privacy Policy carefully. By accessing or using the Website, you agree to these Terms to the extent permitted by applicable law. If you do not agree, do not use the Website. Separate signed agreements, participant consent forms, donor restrictions, event rules, or program-specific policies may govern particular activities; where they conflict with these general Website Terms, the more specific applicable agreement controls for that activity.

Nothing in these Terms requires you to waive rights that cannot lawfully be waived, including rights arising under applicable disability, consumer-protection, privacy, or other laws.

2. Changes to the Terms and Website

NDVerse may amend these Terms from time to time to reflect changes in law, technology, operations, or Services. The updated version will be posted with a revised "Last Modified" date. Where law requires additional notice or affirmative agreement, NDVerse will provide it. Continued use after an effective update may indicate acceptance where legally permissible; amendments will not retroactively alter separate executed agreements unless those agreements and applicable law permit it.

NDVerse may modify, suspend, or discontinue Website content and features; implement maintenance; or restrict access where reasonably necessary for security, lawful operations, or program administration. Availability of a webpage or resource does not guarantee ongoing access to any particular program or service.

3. Eligibility, Registration, and Account Security

Certain Website functions may require an account, registration, application, or other information. You agree to provide information that is accurate to the best of your knowledge, keep it reasonably current, and refrain from submitting another person's information without authorization or other lawful basis.

You are responsible for maintaining the confidentiality of login credentials assigned to you and for notifying NDVerse promptly at legal@ndverse.org if you suspect unauthorized account activity. NDVerse may restrict or disable accounts reasonably believed to be compromised, fraudulently created, or used in violation of these Terms, subject to applicable legal obligations.

The Website may contain resources intended for adults, youth, parents, caregivers, educators, and organizations. Access to a resource does not independently authorize a minor to submit personal information, sign contracts, or participate in a program without any required parental or guardian permission.

4. Charitable Purpose, Program Scope, and Organizational Independence

NDVerse advances neurodiversity inclusion, disability awareness, mental health education, suicide prevention awareness, community support, and improved access to resources. Website content and organizational activities may include informational materials, charitable campaigns, educational programming, events, volunteer opportunities, community referrals, organizational recognition initiatives, and advocacy.

NDVerse operates as a separate nonprofit entity from Gabrie'le Eato LLC and Eleable LLC. A reference to NDVerse on another website, or to another entity on the NDVerse Website, does not by itself create a joint venture, agency relationship, shared contractual responsibility, or endorsement. Any formal partnership or authorization must be established through the appropriate organizational process.

Descriptions of initiatives, objectives, funding priorities, event schedules, eligibility criteria, or geographic expansion are informational and do not establish an enforceable promise to provide any particular funding, grant, benefit, accommodation, referral, or service to a specific person or organization.

5. Educational Information; No Medical or Clinical Relationship

Unless a particular service is expressly identified as clinical and lawfully provided through appropriately credentialed professionals under a separate written arrangement, NDVerse Website content is for general education, awareness, advocacy, and resource navigation. It is not a medical, psychological, psychiatric, legal, or other professional diagnosis, examination, treatment, prescription, individualized treatment plan, or substitute for consultation with a qualified professional.

Educational descriptions of autism, ADHD, mental health conditions, suicide prevention, disabilities, screening tools, questionnaires, and related subjects are not intended to determine whether an individual has a condition or qualifies for accommodations, benefits, or services. Information may be incomplete, change over time, or not apply to an individual's circumstances.

Use of the Website, submission of an inquiry, participation in an educational event, or receipt of a resource suggestion does not alone establish a clinician-patient, therapist-client, attorney-client, or other licensed professional relationship with NDVerse or any individual associated with NDVerse.

6. Crisis and Emergency Communications

NDVerse Website forms, general email, applications, questionnaires, social media accounts, and routine organizational channels are not emergency response systems and should not be relied upon for immediate monitoring, intervention, or safety assistance. Submission of a message describing imminent harm does not guarantee immediate review or an emergency response.

If you or another person is in immediate danger, call local emergency services or seek immediate in-person emergency help. In the United States, you can call or text 988 to reach the Suicide & Crisis Lifeline. Availability of third-party crisis services may vary by location and is outside NDVerse's control.

NDVerse may take proportionate steps regarding communications indicating a credible, immediate safety risk, including contacting an appropriate emergency or protective resource where legally permitted or required. NDVerse cannot guarantee a particular outcome and does not represent that it provides continuous crisis coverage.

7. Resource Directory and Third-Party Referrals

The Website may link to governmental agencies, nonprofits, clinicians, service providers, institutions, community organizations, educational materials, directories, and other third-party resources. Inclusion,

citation, or referral does not necessarily constitute NDVerse certification, endorsement, supervision, financial sponsorship, clinical verification, or guarantee of suitability, licensing, accessibility, availability, affordability, or results.

Visitors are responsible for assessing whether third-party resources meet their needs, verifying professional credentials where relevant, and reviewing the applicable third party's privacy and service terms. NDVerse does not control third-party content, data handling, decisions, or availability. Any description of screening, review, or vetting applies only to the particular process expressly described by NDVerse, not to an unlimited warranty of ongoing third-party performance.

8. Donations, Fundraising, and Charitable Transactions

Donations made through NDVerse-designated channels support its charitable mission, subject to applicable law, gift restrictions expressly accepted by NDVerse, and its governing policies. Unless a specific written agreement states otherwise, donating does not purchase membership, professional services, preferential treatment, admission, program eligibility, or decision-making authority.

Payment processing may be performed by independent third-party processors. Donors should review applicable payment terms and the NDVerse Privacy Policy. NDVerse provides donation acknowledgments and tax-related disclosures as required by applicable law; donors remain responsible for determining the deductibility of their gifts and obtaining personal tax advice.

A requested designation, campaign preference, or donation description does not bind NDVerse to a restricted use unless NDVerse affirmatively accepts the restriction in an appropriate written manner. NDVerse may decline gifts or request clarification where legal, operational, ethical, or mission-related concerns arise. Questions about mistaken or duplicate transactions should be raised promptly through NDVerse's contact channels; whether a transaction can be refunded depends on applicable law, the payment provider, and any accepted gift terms.

Any sweepstakes, raffles, sales, matching campaigns, ticketed events, or other specific fundraising activities are governed by separately posted official rules and applicable law when offered.

9. Volunteers, Ambassadors, Applicants, and Events

Website descriptions of volunteer roles, ambassador programs, advisory opportunities, board participation, internships, employment, events, or partnerships are invitations to inquire or apply, not guarantees of selection, appointment, employment, compensation, admission, or continued participation.

NDVerse may establish program-specific eligibility, training, screening, conduct, confidentiality, safety, and accessibility procedures. Participation may require additional written agreements or consent forms. An individual may not represent, bind, solicit donations on behalf of, use the logo of, or speak officially for NDVerse solely by participating in a public event or being described as a supporter.

Rules for participation involving minors, school facilities, vulnerable adults, transportation, photographs, and sensitive information may impose additional safeguards. NDVerse may take reasonable steps to address safety, harassment, fraud, conflicts of interest, or serious violations of stated program rules, consistent with applicable law and nondiscrimination obligations.

10. Accessibility and Nondiscrimination

NDVerse is committed to meaningful inclusion and aims to make its Website and programs accessible in a manner consistent with applicable law and available resources. A specific accessibility standard or feature should not be inferred unless NDVerse expressly represents it in the relevant context.

Individuals who encounter a Website accessibility barrier or need to request an accommodation in connection with a particular NDVerse activity may contact the organization through its official website channels. NDVerse considers requests under applicable law and the circumstances of the activity. Accessibility concerns should be directed to NDVerse rather than publicly disclosing sensitive disability information.

Unlawful discrimination, threats, harassment, and conduct that undermines safe participation are prohibited. Legitimate good-faith criticism, disability advocacy, and lawful expression are not prohibited merely because NDVerse disagrees with them.

11. Intellectual Property Rights

Unless otherwise stated, the Website, its original text, graphics, brand elements, layouts, designs, recordings, educational materials, and other content are owned by NDVerse or used under license, permission, or another legal basis. Applicable copyright, trademark, and other intellectual property laws protect these materials.

NDVerse grants visitors a limited, personal, nonexclusive, revocable permission to access and use publicly available Website materials for lawful, noncommercial informational and educational purposes. You may quote brief portions with appropriate attribution as permitted by law. Except as permitted by law, a separate license, or NDVerse's prior written authorization, you may not commercially reproduce, distribute, sell, substantially alter, or present NDVerse materials as your own or as officially approved by NDVerse.

Nothing in these Terms restricts lawful fair use, public-domain material, accessibility-related uses protected by law, or other rights that cannot lawfully be restricted.

12. Names, Marks, Seals, and Organizational Recognition

The names "NDVerse," related visual identities, slogans, logos, seals, badges, certificate designs, and other source-identifying materials may be protected under trademark, copyright, and other applicable laws. Use of an NDVerse designation must not falsely imply an official affiliation, authorization, accreditation, sponsorship, organizational recognition, certification, or endorsement.

Any NDVerse Partner Organization Seal, recognition, listing, certificate, approval, or similar designation is subject to the separate written eligibility, permission, and usage requirements applicable to that designation. Display of a seal, reference to a partnership, or use of NDVerse branding does not by itself constitute clinical accreditation, legal compliance certification, government approval, or a guarantee of organizational performance.

NDVerse may require correction or cessation of unauthorized use of its intellectual property or misleading statements of affiliation, subject to applicable law. Genuine commentary, nominative reference, and other lawful uses remain permitted.

13. User Contributions and Submissions

Some Website features may allow you to submit feedback, comments, photographs, stories, event materials, testimonials, applications, or other content ("Submissions"). You represent that you have the rights and permissions necessary to provide the Submission and that it complies with applicable law and these Terms.

NDVerse distinguishes private submissions from content intentionally made public. Sensitive support inquiries, personal health disclosures, donor records, and private applications are handled under the Privacy Policy and any applicable program rules; they do not become public merely because they were submitted to NDVerse.

For a Submission you intentionally post in a public area, you grant NDVerse a nonexclusive, royalty-free license to host, reproduce, display, adapt for accessibility and technical formatting, and distribute that content as reasonably necessary to operate the feature and communicate the content in its intended context. The license ends when removal is reasonably completed, except for lawful archival copies, existing permitted distributions, and material that other users independently retained. Separate permission will be sought where legally required for identifiable photos, testimonials, or marketing uses, particularly involving minors or sensitive disclosures.

Do not post confidential records, another person's medical or educational information, private contact details, or images of minors without all necessary permission. NDVerse may review, remove, or restrict public Submissions for legitimate legal, safety, privacy, operational, or content-policy reasons, but does not guarantee advance review of every Submission.

14. Prohibited Uses and Website Security

You agree not to use the Website or its services to:

- Violate applicable law, impersonate a person or organization, or misrepresent an affiliation with NDVerse.
- Threaten, harass, exploit, defraud, discriminate unlawfully against, or deliberately expose other users to harm.
- Submit malware, conduct phishing, attempt unauthorized account access, bypass security controls, or interfere with Website systems or availability.
- Scrape or collect personal data, confidential records, or user-submitted information without authorization or another valid legal basis.
- Disclose secure forms, private correspondence, restricted materials, or personal information in violation of privacy or confidentiality obligations.
- Use NDVerse content, logos, seals, program names, or affiliations to solicit funds or make commercial representations without authorization.
- Publish knowingly false claims of NDVerse affiliation or fabricate approvals, credentials, endorsements, or organizational recognition.

NDVerse may investigate suspected misuse and take reasonable protective measures, including restricting access, removing content, preserving relevant records, or referring unlawful activity to appropriate authorities. Disclosures of personal information in connection with such measures remain subject to applicable law and the Privacy Policy.

15. Privacy and Personal Information

Information collected through the Website is governed by the NDVerse Privacy Policy, available at https://ndverse.org/wp-content/uploads/2026/11/NDVerse_Privacy_Policy_Updated_Legal_Process.pdf. That policy addresses categories of information, purposes of processing, relevant disclosures, data retention, individual rights, and contact methods.

Website use alone does not constitute consent to processing that applicable law requires to be based on separate, freely given permission. Where additional consent or authorization is required, NDVerse will seek it through an appropriate mechanism. If terms in this document conflict with legally required privacy disclosures or consent rights, applicable law controls.

16. Third-Party Websites, Platforms, and Services

Links, embedded content, payment processors, search tools, resource directories, email or event platforms, and other external services may be controlled by independent providers. NDVerse does not

necessarily endorse them and cannot control their content, policies, data security, uptime, or individual decisions.

Use of an external platform may be governed by that provider's separate terms and privacy notice. NDVerse is not responsible for an unrelated third party's acts or omissions merely because a link appears on its Website, except to the extent liability cannot lawfully be excluded.

17. Disclaimers of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND GENERAL INFORMATIONAL MATERIALS ARE MADE AVAILABLE "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF CONTINUOUS AVAILABILITY, ERROR-FREE OPERATION, COMPLETE ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXCEPT WHERE SUCH WARRANTIES CANNOT LAWFULLY BE DISCLAIMED.

NDVerse uses reasonable efforts to maintain useful information but does not guarantee that every linked resource, third-party provider, educational description, deadline, or service listing is complete, current, accessible, or appropriate for every visitor. NDVerse does not guarantee that the Website or downloadable materials are free from all technological threats.

These disclaimers concern general Website use; they do not override nonwaivable legal duties, specific written commitments, or legal responsibilities that arise from NDVerse's own conduct.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NDVERSE AND ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, AND AUTHORIZED SERVICE PROVIDERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING SOLELY FROM USE OF THE WEBSITE OR RELIANCE ON GENERAL WEBSITE MATERIALS, INCLUDING LOST PROFITS, LOST DATA, INTERRUPTION OF ACCESS, OR LOST OPPORTUNITY, EVEN IF SUCH DAMAGES WERE FORESEEABLE.

NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY FOR FRAUD, WILLFUL MISCONDUCT, GROSS NEGLIGENCE WHERE LIMITATION IS PROHIBITED, PERSONAL INJURY, STATUTORY RIGHTS, OR ANY OTHER MATTER THAT CANNOT LAWFULLY BE EXCLUDED OR LIMITED. NOTHING REQUIRES WAIVER OF RIGHTS PROVIDED BY APPLICABLE CIVIL RIGHTS, PRIVACY, CHARITABLE SOLICITATION, OR CONSUMER-PROTECTION LAWS.

Where permitted by law, claims concerning separate contracted services, fundraising commitments, employment matters, or formal program participation remain subject to their own agreements and applicable legal standards rather than a general Website disclaimer alone.

19. Indemnification

To the extent permitted by applicable law, if your knowing unlawful conduct, intentional misuse of the Website, or violation of another person's intellectual property rights causes a third-party claim against NDVerse, you agree to reimburse NDVerse for reasonable, documented costs directly attributable to that conduct, but only to the extent determined under applicable law. This provision does not require a minor to assume contractual indemnity beyond lawful capacity, and does not shift liability for NDVerse's own negligence or wrongdoing where law prohibits that result.

20. Governing Law and Disputes

Except where applicable law requires otherwise, questions regarding these Website Terms are governed by the laws of the State of Ohio, without applying conflict-of-law rules that would require another state's law. Subject to mandatory jurisdiction and venue protections, disputes relating solely to Website use may be brought in a court of competent jurisdiction in Franklin County, Ohio, or the appropriate United States federal district court.

Before filing a nonurgent dispute, visitors are encouraged—but are not required where law provides otherwise—to email legal@ndverse.org and describe the concern so that the parties may attempt an informal resolution. Nothing in these Terms restricts lawful complaints to government agencies or legally protected reporting of misconduct. No contractual deadline shorter than an applicable statutory limitation period is imposed by these Terms.

21. Termination and Continuing Provisions

NDVerse may suspend or terminate Website access where reasonably necessary because of security risks, prohibited conduct, fraud, unlawful activity, or material violations of these Terms, subject to applicable law. Ending Website access does not cancel any independently enforceable donation restriction, signed agreement, privacy obligation, or accrued legal right.

Provisions concerning intellectual property, lawfully retained records, authorized use of Submissions, disclaimers, liability, disputes, and other terms that by their nature must continue may survive termination to the extent lawfully necessary.

22. Waiver, Severability, and Interpretation

A failure by NDVerse to enforce a provision on one occasion does not waive the right to enforce it later. If a provision is held unlawful or unenforceable, the remaining provisions continue to the extent permitted by law, and the affected provision will be limited only as necessary. Section headings are for convenience and do not change the meaning of the Terms.

These Website Terms and the Privacy Policy comprise the general terms applicable to the Website. They do not displace a more specific applicable signed agreement, a required consent, or a legally binding program-specific notice. References to "including" provide examples and are not exhaustive.

23. Contact and Notices

The Website is operated by NDVerse, an Ohio nonprofit organization. General questions, accessibility requests, reports of unauthorized logo or seal usage, content concerns, and notices related to these Terms may be directed to legal@ndverse.org.

NDVerse designates legal@ndverse.org for legal inquiries, privacy-related requests, policy concerns, whistleblower communications, and other legal correspondence. Providing this email address does not constitute consent to electronic service of process or waive applicable statutory, procedural, or jurisdictional requirements for formal legal notices. Service of legal process and notices requiring a legally prescribed method of delivery must comply with applicable law. This provision does not limit any legally protected method of submitting a complaint or report to a governmental authority.