

Terms of Use, Service Disclaimer, and Participation Agreement

Effective Date: March 21, 2025

Kind Souls Foundation | EIN: 87-1674866

1475 Western Ave, Suite 51 #3836, Albany, NY 12203

Tel: 1.833.KINDSOUL | Email: admin@kindsoulsfoundation.org

Kind Souls Foundation (“Kind Souls”) is committed to operating with integrity, compassion, and transparency. This document outlines our legally binding Terms of Use, Service Disclaimers, and Participation Agreement. Your use of Kind Souls Foundation’s services, website, warmline, or participation in events constitutes your understanding and agreement to the terms outlined herein.

1. Acceptance of Terms

By accessing or using our services, you agree to be legally bound by these Terms of Use, Service Disclaimers, and Participation Agreement. These terms may be updated at any time and any changes become effective immediately upon posting.

2. Nature of Services – Important Disclaimers

Kind Souls Foundation provides emotional support, connection, and community resources. We are not a substitute for professional mental health, medical, legal, or insurance services.

Our volunteers and staff are not licensed therapists, medical professionals, attorneys, or claims adjusters. We do not provide medical or legal advice, diagnosis, treatment, or counseling. We encourage individuals to consult qualified professionals for those services.

3. Emergency Situations

If you are in crisis, experiencing a medical emergency, or require immediate mental health support, call 911 or a licensed crisis response center. Do not rely on Kind Souls services for urgent support.

4. Liability Disclaimer

You agree that Kind Souls Foundation and its representatives shall not be held liable for any decisions you make as a result of participating in our services. We disclaim liability for any direct, indirect, incidental, or consequential damages resulting from your use of our services.

5. Indemnification

You agree to indemnify, defend, and hold harmless Kind Souls Foundation, its volunteers, board members, employees, and agents from any claims, liabilities, losses, damages, or expenses arising from your use of our services.

6. Referrals and Third-Party Resources

Kind Souls Foundation may provide referrals to third-party services. These referrals are provided for informational purposes only and do not constitute an endorsement. We are not responsible for the availability, accuracy, or outcomes associated with these third-party services.

7. Code of Conduct – Participation Agreement

All participants agree to the following code of conduct:

- Respect all volunteers and staff members
- Refrain from using offensive, threatening, or inappropriate language
- Do not solicit personal information from volunteers
- Understand that no professional advice can or will be provided

Violations may result in immediate termination of services.

8. Termination of Services

Kind Souls Foundation reserves the right to terminate access to services at its sole discretion for any conduct that violates these terms or undermines the safety and integrity of our community.

9. Data Privacy and Confidentiality

While we maintain confidentiality to the extent possible, Kind Souls services do not constitute legally privileged relationships. For information on how we collect and protect personal data, refer to our Privacy Policy.

10. Age Restrictions

Kind Souls Foundation services are intended for individuals 18 years or older. We do not knowingly collect or retain information from individuals under the age of 18.

11. Accessibility Commitment

We are committed to providing policies and services that are accessible and written in plain language. If you require accommodations, alternative formats, or assistance, please contact us at admin@kindsoulsfoundation.org.

12. Data Retention

We retain your data only as long as necessary to support our mission and comply with legal requirements. For more details, refer to our Privacy Policy.

13. Governing Law and Severability

These terms are governed by the laws of the State of New York. If any part of this agreement is found invalid or unenforceable, all remaining terms will remain in full effect.

14. Entire Agreement

This document constitutes the entire agreement between you and Kind Souls Foundation with respect to use of our services and supersedes all prior understandings.

15. Contact Information

Kind Souls Foundation

1475 Western Ave, Suite 51 #3836

Albany, NY 12203

Tel: 1.833.KINDSOUL

Email: admin@kindsoulsfoundation.org

Consent Reminder for Forms:

I acknowledge that I have read and agree to the Terms of Use, Service Disclaimer, and Participation Agreement provided by Kind Souls Foundation.

Thank you for your trust in Kind Souls Foundation.