

# The Vine – Terms and Conditions

## **Introduction**

These terms and conditions (the "Terms and Conditions") govern the use of <https://vinepcc.com> (the "Site") and specify our SMS policies for Vine Pastoral Counseling Center, Inc. (The Vine). This Site is owned and operated as a communication tool by The Vine in support of its nonprofit ministry.

## **Consent**

Your use of this Site or the submittal of personal information indicates that you have read and understand these Terms and Conditions and agree to abide by them at all times.

## **General Disclaimers**

1. Informational Purposes Only – Information on this website is for informational purposes only and is not intended to render medical professional, or counseling advice. It should not replace professional consultation.
2. Emergency Disclaimer – This website and its contact forms are for non-emergency communication only. The Vine does not provide crisis intervention services through this website. If you are experiencing a mental health emergency, contemplating suicide, or are in immediate danger, please call 911, go to the nearest emergency room, or call/text the Suicide & Crisis Lifeline at 988 immediately.

## **Intellectual Property**

All content published and made available on our Site is the property of The Vine Pastoral Counseling Center and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

## **Restrictions and Limited License**

The content from our website is intended for personal use. It may not be copied, sold or used for commercial purposes. You agree to not use our information in any way that is unlawful, threatening or abusive or objectional. You agree not to use any automated systems (robots, spiders or scrapers) to access our site, nor will you attempt to interfere with the proper functioning of our site.

## **Use of our Shop Page**

### **Accounts**

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

### **Sale of Goods**

These Terms and Conditions govern the sale of goods available on our Site.

The following goods are available on our Site:

Donate Now, Bricks for Memorial Garden Path.

These Terms and Conditions apply to all the goods that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally

bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

#### Payments

We only method of payment we accept on our Site is: Credit Card.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument. If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

#### Shipping and Delivery

When you purchase goods from our Site, the goods will be delivered through one of the following methods: Email receipt.

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and statutory holidays. You will not be charged for the delivery of the goods you purchase on our Site. You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

#### **Consumer Protection Law**

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

#### **Limitation of Liability**

The Vine Pastoral Counseling Center and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

#### **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless The Vine Pastoral Counseling Center and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

#### **Applicable Law**

These Terms and Conditions are governed by the laws of the State of Alabama.

#### **Website Privacy Policy and Client Notice of Privacy Practices**

These Terms and Conditions apply in addition to our "Website Privacy Policy" related to personal information you enter on this Site. This "Website Privacy Policy" can be found [here](#). If you become a

client of The Vine, you will receive “Client Notice of Privacy Practices” protecting your confidential patient information. This “Client Notice of Privacy Practices” can be found [here](#).

### **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

### **SMS Messaging Terms & Compliance**

#### 1. Program Description:

This messaging program sends appointment confirmation and reminder messages to customers who have booked an appointment with The Vine through calling our office, and have explicitly opted in to receive SMS notifications. Opt-in is collected through a form signed in the intake process. You can view this form [here](#). Messages include scheduling confirmations, appointment reminders, rescheduling updates, and customer support communications.

#### 2. Opt-in:

You Opt-in by signing the consent form above. By opting in, you agree to receive text messages The Vine. Message frequency may vary. Message and data rates may apply. Reply STOP to opt out, HELP for assistance.

#### 3. Cancellation Instructions:

You can cancel the SMS service at any time. Simply text "STOP" to the same number that sent you messages. Upon sending "STOP," we will confirm your unsubscribe status via SMS. Following this confirmation, you will no longer receive SMS messages from us. To rejoin, sign up as you did initially, and we will resume sending SMS messages to you.

#### 4. Support Information:

If you experience issues with the messaging program, reply with the keyword "HELP" for more assistance, or reach out directly to [vine-ministry@vinepcc.com](mailto:vine-ministry@vinepcc.com), or call 256-270-7399 during business hours.

#### 5. Carrier Liability:

Carriers are not liable for delayed or undelivered messages.

#### 6. Message & Data Rates:

Message and data rates may apply for messages sent to you from us and to us from you. Message frequency varies based on your service usage and appointment schedule. For questions about your text plan or data plan, contact your wireless provider.

#### 7. Supported Carriers:

Our SMS program works with all major U.S. wireless carriers, including AT&T, T-Mobile, Verizon, Sprint, and most regional carriers.

**8. Age Restriction:**

You must be 18 years or older to participate in our SMS program.

**9. Privacy Policy:**

For privacy-related inquiries, please refer to our Privacy Policy at <https://vinepcc.com>.

We comply with all applicable laws and regulations, including the Telephone Consumer Protection Act (TCPA) and CTIA guidelines, regarding the use of SMS communications.

**Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:  
Amanda Ragland, (256) 270-7399, 333 Franklin St SE Suite 300, Huntsville, AL 35801

Effective Date: 19th day of June, 2026