

PURPLE CACTUS

Terms of Use

Effective Date: October 16, 2026

Last Updated: October 16, 2026

1. Acceptance of These Terms

These Terms of Use ("Terms") govern your access to and use of the website at purplecactus.org (the "Website"), which is operated by Purple Cactus ("Purple Cactus," "we," "us," or "our"), a 501(c)(3) nonprofit organization. By accessing or using the Website, you agree to these Terms and to our Privacy Policy. If you do not agree, please do not use the Website.

2. About the Website

Purple Cactus is a nonprofit grantmaking organization that funds programs, research, and services for survivors of domestic violence. The Website provides information about our mission, our grant programs, and ways to donate, apply for funding, and contact us. The information on the Website is provided for general informational purposes only.

3. Not a Crisis Service; No Professional Advice

Purple Cactus does not provide crisis, emergency, counseling, or direct services to individuals, and the Website is not a substitute for them. If you are in immediate danger, call 911.

For free, confidential support at any time, you can contact the National Domestic Violence Hotline:

- **Call:** 1-800-799-SAFE (7233)
- **Text:** START to 88788
- **Chat:** thehotline.org
- **Deaf and hard of hearing:** video phone 855.812.1001

The Hotline is operated by an independent organization and is not affiliated with Purple Cactus. Nothing on the Website is legal, medical, mental health, financial, tax, or other professional advice, and your use of the Website does not create an attorney-client, counselor-client, or any other professional relationship with us. Please consult a qualified professional about your specific situation.

4. Using the Website

The Website is open to the general public. You agree to use it only for lawful purposes and in accordance with these Terms. You agree not to:

- Violate any applicable law or regulation, or infringe the rights of others.

- Submit false, misleading, or fraudulent information, or impersonate any person or organization.
- Interfere with or disrupt the Website, its servers, or its security, including by introducing viruses or other harmful code.
- Attempt to gain unauthorized access to the Website, other accounts, or any systems or networks connected to the Website.
- Use automated means, such as bots or scrapers, to collect data from the Website without our written permission.
- Use the Website to harass, threaten, or harm any person, or to seek to locate or contact a survivor.
- Use the Website for any commercial purpose without our written permission.

We may suspend or restrict access to the Website for anyone who we believe has violated these Terms.

5. Grant Information and Applications

Information about our grant programs on the Website is not an offer or a promise of funding. Eligible organizations may apply for funding, and applications are reviewed on a rolling basis. Awards are made as funds become available. Submitting an application does not guarantee that you will receive a grant, a response within any particular time, or a grant of any particular amount.

Purple Cactus may, in its sole discretion, approve, decline, defer, or modify any grant request. Any grant is subject to the terms of a written grant agreement with Purple Cactus. If you apply on behalf of an organization, you represent that you are authorized to do so and that the information you submit is accurate and complete to the best of your knowledge.

6. Donations

Voluntary gifts

Donations to Purple Cactus are voluntary. Donations are processed by PayPal, a third party, and are subject to PayPal's own terms and policies. Purple Cactus is not responsible for the acts or omissions of PayPal.

Tax deductibility and receipts

Purple Cactus is recognized by the Internal Revenue Service as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, and contributions to Purple Cactus may be deductible under Section 170 of the Code to the extent allowed by law. We will provide donation receipts and acknowledgments as the law requires. Please consult your own tax advisor about the deductibility of your gift.

Designated gifts

You may ask that your gift support a specific cause or program. We may accept a designated gift so long as the designation is consistent with our charitable purposes. Purple Cactus retains

control over all contributions, including authority over how they are ultimately spent, provided that the spending is consistent with your designation and applicable law.

No refunds

All donations are final and generally non-refundable. If you believe a donation was made in error or processed incorrectly, such as a duplicate or an incorrect amount, please contact us at admin@purplecactus.org, and we will review your request.

7. Intellectual Property

The Website and its content, including text, graphics, logos, and the research documents available for download, are owned by or licensed to Purple Cactus and are protected by copyright, trademark, and other laws. All rights are reserved.

You may share our research documents and other materials, provided that you credit Purple Cactus as the source and do not alter them. Any other use, including modifying, adapting, or republishing our content, requires our prior written permission.

The Purple Cactus name and logo are our marks. You may not use them without our prior written permission. Materials created by our collaborators, researchers, and partners remain the property of their respective owners, and your use of them is subject to those owners' rights.

8. Information You Submit

When you submit information to us through the Website, such as through the contact form or a grant application, you grant us permission to use it to respond to you and to review and administer your request. We do not publish information you submit through these channels. Our collection and use of personal information is described in our Privacy Policy.

You represent that you have the right to submit the information you provide. Please do not include sensitive personal information about yourself or others, such as details of abuse, medical or legal information, or Social Security numbers, in anything you send us.

9. Third-Party Links and Services

The Website contains links to third-party websites and services, including PayPal and social media platforms. These links are provided for your convenience. We do not control, endorse, or take responsibility for any third-party content, products, services, or privacy practices, and your use of them is at your own risk and subject to their terms.

10. Disclaimer of Warranties

THE WEBSITE AND ITS CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. We do not warrant that the Website will be uninterrupted, secure, or error-free, or that its content is complete, accurate, or current. Statements on the Website, including statistics and descriptions of our programs, may change without notice.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, PURPLE CACTUS AND ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF DATA, PROFITS, OR OPPORTUNITIES, ARISING OUT OF OR RELATED TO YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR ITS CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent permitted by law, our total liability for any claim relating to the Website will not exceed one hundred dollars (\$100). Some jurisdictions do not allow certain limitations, so some of the above may not apply to you.

12. Indemnification

To the extent permitted by law, you agree to defend and hold harmless Purple Cactus and its directors, officers, employees, volunteers, and agents from any claims, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of your violation of these Terms or your misuse of the Website.

13. Governing Law and Venue

These Terms and any dispute arising out of or relating to them or to the Website are governed by the laws of the State of Arizona, without regard to its conflict-of-laws rules. You and Purple Cactus agree that any legal action or proceeding will be brought exclusively in the state or federal courts located in Maricopa County, Arizona, and you consent to the personal jurisdiction and venue of those courts.

14. Changes to These Terms

We may update these Terms from time to time. When we do, we will post the updated version on the Website and change the "Last Updated" date at the top. Your continued use of the Website after an update means you accept the updated Terms.

15. General

These Terms and our Privacy Policy are the entire agreement between you and Purple Cactus regarding the Website. If any part of these Terms is found to be unenforceable, the rest will remain in effect. Our failure to enforce any provision is not a waiver of it. You may not assign these Terms without our written consent, and we may assign them in connection with a reorganization or similar transaction.

16. Contact Us

If you have questions about these Terms, please contact us:

Purple Cactus

Email: admin@purplecactus.org

Website: purplecactus.org