

User Agreement

(Terms of Use)

CALM America (Counseling on Access to Lethal Means)

Website: calmamerica.org

Effective Date: May 22, 2026

Last Updated: May 22, 2026

1. Acceptance of Terms

By accessing or using calmamerica.org and any associated training programs, workshops, resources, or materials (collectively, the "Services"), you (the "User") agree to be bound by this User Agreement ("Agreement"). If you do not agree to these terms, do not access or use the Services.

If the User is accessing the Services on behalf of an organization, they affirm that they have the authority to bind that organization to this Agreement.

2. Description of Services

CALM America provides evidence-based education and training in lethal means safety and suicide prevention. Our Services include:

- CALM Clinical Workshop — a training for mental health clinicians, primary care providers, substance abuse counselors, hotline responders, and crisis intervention professionals; focuses on how to counsel individuals and families to reduce access to lethal means, particularly firearms and dangerous medications, during times of elevated suicide risk.
 - CALM Conversations — a gatekeeper training designed for non-clinical audiences, including community members, shooting clubs, parent groups, and suicide prevention coalitions.
 - Train-the-Trainer (T4T) Seminars — certification programs that prepare individuals to deliver CALM Workshops in their own communities.
 - Lethal Means Institute — an interactive session for community stakeholders to develop customized, community-based lethal means safety strategies.
 - Online self-paced courses, downloadable resources, and other training materials are available through our website.
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3. Not a Crisis or Clinical Service

IMPORTANT NOTICE:

The Services are educational and professional training resources only. They do not constitute medical advice, clinical consultation, mental health treatment, or crisis intervention.

Use of principles or completion of CALM training does not establish any provider-patient or therapeutic relationship between you and CALM America.

If you or someone you know is experiencing a mental health crisis or suicidal emergency, do not use this website. Utilize the following resources:

- 988 Suicide and Crisis Lifeline: Call or text 988 (available 24/7)
- Crisis Text Line: Text HOME to 741741
- Emergency Services: Call 911 or go to your nearest emergency room

CALM America is not responsible for any actions taken or not taken based on information or training covered in the Services.

4. Eligibility

The Services are intended for individuals 18 years of age or older. By using the Services, the User represents that the User is at least 18 years old. We do not knowingly permit minors to use the Services.

5. Account Registration

5.1 Account Creation

Certain features of the Services, including enrollment in online courses, require creating an account. The User agrees to provide accurate, current, and complete registration information and to update that information as needed.

5.2 Account Security

The User is responsible for maintaining the confidentiality of their login credentials and for all activity that occurs under their account. Please notify us promptly of any unauthorized use of an account.

5.3 Individual Accounts

Unless the User is an authorized administrator under an organizational training agreement, each account is for a single individual and may not be shared or used by others.

6. Permitted Use

The User may utilize the Services only for lawful purposes and in accordance with this Agreement. The User agrees not to:

- Use the Services for any purpose other than professional development or educational use, or as expressly authorized by an organizational training arrangement;
- Share, redistribute, reproduce, or republish CALM training content, slides, videos, assessment items, or materials without express written permission;
- Attempt to circumvent course completion tracking, post-test requirements, or certificate issuance;

- Use automated tools, bots, or scraping software to access or extract content from the Services;
 - Misrepresent professional credentials, role, or organizational affiliation during registration or training;
 - Upload or transmit any content that is unlawful, harmful, or that infringes the intellectual property rights of others;
 - Interfere with or disrupt the integrity or performance of the Services or underlying systems.
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7. Intellectual Property

All content included in or made available through the Services — including course curricula, training materials, videos, slides, scripts, assessments, graphics, logos, and software — is the property of CALM America or its content partners and is protected by applicable copyright, trademark, and other intellectual property laws.

The User is granted a limited, non-exclusive, non-transferable license to access and use the content solely for individual educational or professional development purposes as permitted under this Agreement. Nothing herein transfers any ownership rights to the User. Certified CALM Trainers who are authorized to deliver CALM Workshops must do so strictly in accordance with their certification terms and any applicable trainer agreement.

8. Organizational and Group Training Arrangements

Organizations that arrange or sponsor CALM training for employees, staff, or community members may be subject to a separate written agreement governing the scope of training, the number of authorized participants, scheduling, pricing, LMS or SCORM integration (where applicable), and other organizational terms. In the event of any conflict between this Agreement and an executed organizational training agreement, the organizational agreement supersedes all other contracts.

Authorized organizational administrators may access aggregate completion data and reporting for their participants, subject to applicable privacy protections.

9. Certificates of Completion and Continuing Education Credits

CALM America issues certificates of completion to participants who successfully satisfy all requirements for a given training, including completing all required content and passing any required post-tests (e.g., a score of 80% or higher on the CALM online course post-test).

Where CALM America offers continuing education (CE) credits in partnership with accrediting bodies, those credits are subject to the requirements of the applicable accreditor. CALM America makes no guarantee that CE credits issued will satisfy the licensing, renewal, or employer requirements of any particular jurisdiction or organization. Participants are responsible for verifying the applicability of any CE credit with their own licensing authority or employer.

Note: CALM America is in the process of seeking CE accreditation for certain programs. Please refer to the current training description on our website for the most up-to-date accreditation status for each offering.

10. Fees and Payment

Some Services require payment of applicable fees. By enrolling in a fee-based training, the User agrees to pay all applicable fees at the then-current rates. Workshop pricing varies based on format (in-person or virtual), location, and trainer requirements. Train-the-Trainer Seminars are subject to separate pricing. Contact CALM America for current organizational pricing.

Payments are processed through a third-party payment processor; by submitting payment, you also agree to that processor's applicable terms of service.

Refund Policy:

- 10 Business Days Minimum Notice: Cancellations must be submitted to CALM America staff at admin@calmamerica.org at least ten business days before the scheduled start time of Day 1 of the Train-the-Trainer seminar.
 - Late Cancellations: Participants who cancel within the 10-business-day window forfeit the full registration fee.
 - No-Shows: Participants who fail to attend without prior cancellation forfeit the full registration fee.
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11. Privacy

The User's use of the Services is also governed by CALM America's **Privacy Policy**, available at calmamerica.org/privacy-policy, which is incorporated into this Agreement by reference. Please review the Privacy Policy to understand our data practices.

12. Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CALM AMERICA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

We do not warrant that the Services will be uninterrupted or error-free, or that training content will reflect the most current research or clinical guidelines at all times.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CALM AMERICA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, TRAINERS, AND LICENSORS SHALL

NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THE USER'S PRACTICE OF OR INABILITY TO USE THE SERVICES.

OUR TOTAL LIABILITY FOR ANY CLAIM ARISING FROM OR RELATED TO THESE SERVICES SHALL NOT EXCEED THE AMOUNT PAID TO CALM AMERICA, IF ANY, IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

Some jurisdictions do not permit the limitation of certain warranties or damages, so the above may not apply in full.

14. Indemnification

The User agrees to indemnify, defend, and hold harmless CALM America and its officers, directors, employees, trainers, and agents from any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising from use of the Services, violation of this Agreement, or infringement of any third-party rights.

15. Termination

CALM America reserves the right to suspend or terminate the User's access to the Services at any time, with or without notice, for conduct that we reasonably believe violates this Agreement or is harmful to other users, CALM America, or third parties. The User may discontinue use of the Services at any time. Sections 7, 12, 13, 14, and 16 survive any termination of this Agreement.

16. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict-of-law principles. Any dispute arising from this Agreement or the User's use of the Services shall be resolved exclusively in the state or federal courts located in Watauga County, North Carolina, and the User consents to personal jurisdiction in those courts.

17. Changes to This Agreement

CALM America may modify this Agreement at any time by posting the revised version on our website with an updated effective date. The User's continued use of the Services after any changes constitutes their acceptance of the updated Agreement. We encourage you to review this Agreement periodically.

Contact Us

If you have questions about this Agreement or the Services, please contact us at:

CALM America

206 Snowy Oak Road, Boone, NC 28607

Email: contact@calmamerica.org

Website: calmamerica.org