



TERMS AND CONDITIONS

Last Updated: August 6, 2026

1. AGREEMENT TO TERMS

These Terms and Conditions ('Terms') constitute a legally binding agreement between you ('User' or 'You') and Impact Clay ('Company,' 'We,' 'Our,' or 'Us'). By accessing, browsing, or using the Impact Clay website and services (collectively, the 'Service'), you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to any part of these Terms, you must discontinue use of the Service immediately.

2. USER ELIGIBILITY

By using the Service, you represent and warrant that: (a) you are at least 18 years of age; (b) you have the legal capacity to enter into a binding agreement; (c) you are not prohibited by law from using the Service; and (d) you will comply with all applicable laws and regulations. If you are using the Service on behalf of an organization or entity, you represent that you have the authority to bind that entity to these Terms.

3. SMS COMMUNICATIONS AND COMPLIANCE

Opt-In and Consent

By providing your mobile phone number and opting into SMS communications, you explicitly consent to receive text messages from Impact Clay. You agree to receive recurring SMS communications related to service updates, account information, promotional offers, and other communications as determined by Impact Clay. This consent is in addition to any other consent you may have provided.

Message Frequency and Charges

Message frequency depends on your interactions, preferences, and account activity and may vary. You acknowledge that message and data rates may apply to SMS communications you receive, depending on your mobile service provider's plan. Impact Clay is not responsible for any charges imposed by your carrier for sending or receiving text messages. You should contact your mobile service provider for information regarding your specific plan, rates, and charges.

Opt-Out Instructions

You may opt out of receiving SMS communications at any time by: (a) replying STOP to any SMS message received from Impact Clay, or (b) contacting us directly at 904-330-1848 or info@impactclay.org. Upon receipt of your opt-out request, we will cease sending SMS communications to your phone number, though you may continue to receive transactional messages required for service operations. Please allow up to two business days for opt-out requests to be processed.

Help and Support

You can reply HELP to any SMS message for additional information and support. For questions about SMS communications or to update your preferences, contact us at 904-330-1848, info@impactclay.org, or by mail at 151 College Dr, Ste. 1, Orange Park, FL 32065.

Data and Consent Protection

Your mobile phone number and SMS consent information will not be shared, sold, rented, or disclosed to any third parties or affiliates for marketing or promotional purposes. This information is used solely by Impact Clay to send you communications as permitted under this agreement. Your SMS opt-in data and consent records will be maintained securely and in compliance with all applicable laws and regulations.



4. USE OF SERVICE

You agree to use the Service only for lawful purposes and in a way that does not infringe upon the rights of others or restrict their use and enjoyment of the Service. Prohibited conduct includes harassment, threats, defamation, obscene or indecent communications, and any behavior that violates applicable laws. We reserve the right to investigate and prosecute violations to the fullest extent of the law.

5. INTELLECTUAL PROPERTY RIGHTS

All content, materials, and information on the Service, including but not limited to text, graphics, logos, images, and software, are the property of Impact Clay or its content suppliers and are protected by intellectual property laws. You may not reproduce, distribute, transmit, display, or otherwise use any content without our prior written permission.

6. DATA AND PRIVACY

Your use of the Service is governed by our Privacy Policy, which is incorporated by reference into these Terms. By using the Service, you consent to the collection, use, and disclosure of your information as described in our Privacy Policy. We do not share your personal information with third parties for marketing or promotional purposes. Your data is processed securely and in compliance with applicable privacy laws.

7. DISCLAIMER AND LIMITATION OF LIABILITY

The Service is provided 'as is' and 'as available' without warranties of any kind, express or implied. Impact Clay disclaims all warranties, including but not limited to merchantability, fitness for a particular purpose, and non-infringement. To the fullest extent permitted by law, Impact Clay will not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Service, even if advised of the possibility of such damages.

8. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Impact Clay and its officers, directors, employees, agents, and successors from any and all claims, damages, liabilities, costs, and expenses (including attorney fees) arising out of or related to your use of the Service, your violation of these Terms, or your infringement of any third-party rights.

9. MODIFICATION OF TERMS

Impact Clay reserves the right to modify these Terms at any time. Changes will be effective upon posting to the Service. Your continued use of the Service following the posting of modified Terms constitutes your acceptance of the changes. We will notify you of material changes via email or through the Service.

10. TERMINATION

Impact Clay may terminate or suspend your access to the Service at any time, with or without cause, and without notice or liability. You may terminate your use of the Service at any time by ceasing to access it. Upon termination, all rights and licenses granted to you will immediately cease.

11. GOVERNING LAW AND JURISDICTION

These Terms are governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of the state and federal courts located in Duval County, Florida for any disputes arising from or relating to these Terms or your use of the Service.



12. CONTACT INFORMATION

If you have questions about these Terms or the Service, please contact us at:

Impact Clay

151 College Dr, Ste. 1

Orange Park, FL 32065

Phone: 904-330-1848

Email: info@impactclay.org

13. ENTIRE AGREEMENT

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Impact Clay regarding your use of the Service and supersede all prior and contemporaneous communications and proposals. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.