



## Terms of Use

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS WEBSITE OR ITS SERVICES. BY USING THIS WEBSITE OR ITS SERVICES, YOU AGREE TO BECOME BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THIS WEBSITE OR ITS SERVICES. USE OF THIS WEBSITE AND ITS SERVICES IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO ALL APPLICABLE RULES OR GUIDELINES PROVIDED HEREIN OR ELSEWHERE WITHIN THIS WEBSITE.

The website located at [www.centerforbehavioranalysis.com](http://www.centerforbehavioranalysis.com) (the "Website") is owned and operated by Center for Behavior Analysis "CBA". CBA is owned by Julissa Tabb, CEO. The Website is accessed by you under the following terms and conditions:

**Access to the Website and Services.** You are responsible for all of your activity in connection with accessing the Website and/or using the services in compliance with this Agreement. Any fraudulent, abusive or otherwise illegal or unpermitted activity may be grounds for termination of your right to access the Website or the services. You certify to us that if you are an individual (i.e., not a corporation or another entity), you are at least 13 years of age, and that, if you are under 18 years of age, you use the Website and/or Services only with involvement of a parent or guardian. You also certify that you are legally permitted to access the Website and use the Services, and take full responsibility for accessing the Website and selecting and using any of the Services. This Agreement is void where prohibited by law, and the right to access the Website is revoked in such jurisdictions. You are responsible for obtaining and maintaining any equipment or ancillary services needed to connect to or access the Website or otherwise use the Services, including, without limitation, modems, hardware, software, and long distance or local telephone service. You are responsible for ensuring that such equipment or ancillary services are compatible with the Website and the Services. We will not be in default or be liable for any delay, failure in performance, compatibility or interruption of service resulting directly or indirectly from any cause beyond our reasonable control. The website contains access to content related to behavioral health strategies. The content will include authors, credentials, any references or resources, and date(s) published or revised.



The website does not currently support synchronous or asynchronous interactions between users and healthcare professionals (e.g., providing health content via live chat). If a user is seeking healthcare advice, they may request services through clicking on the "Request Information" link on the website. If a user has any specific questions regarding ABA services or healthcare advice or content, they may use the live chat.

**Registration and Security.** As a condition to using the website, you may be required to register with the Website and select a password and user name (collectively, the "User ID"). You shall provide us with accurate, complete and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account. You may not: (a) select or use as a User ID the name of another person with the intent to impersonate that person; or (b) use as a User ID a name subject to any rights of a person other than you without appropriate authorization. We reserve the right to refuse registration of, or cancel, a User ID in our sole discretion. You shall be responsible for maintaining the confidentiality of your password.

**Privacy Policy.** Any personally identifiable information in electronic communications to the Website, or in connection with your use of the Website, is governed by our Privacy Policy, which is expressly made part of, and hereby incorporated into, this Agreement. You hereby acknowledge that you have read and understood the terms of our Privacy Policy.

**Website Content and Restrictions on Use.** The materials displayed or performed on the Website (including, but not limited to, text, graphics, interfaces, articles, photographs, images, illustrations, logos, audio clips and video clips, artwork and computer code, also known as the "Content") are protected by U.S. and international copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. You shall abide by all copyright notices, information and restrictions contained in any Content accessed through the Website and/or the Services. The Website is protected by copyright as a



collective work and/or compilation, pursuant to U.S. copyright laws, international conventions and other copyright laws. Except as provided in this Agreement or with the written consent of CBA, you may not copy, download, upload, encode, modify, publish, post, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform, display or in any way exploit, any of the Content in whole or in part, other than for your personal use for non-commercial purposes. The Content displayed or provided on the Website is either the property of, or used with permission of CBA. The use of any content by you, or anyone else authorized by you, is prohibited unless specifically permitted by this agreement or specific permission provided elsewhere on the website. Any unauthorized use of any content may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. You also are advised that we will aggressively enforce our intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution. The trademarks, logos and service marks (collectively, the "Marks") displayed on the Website are registered and unregistered Marks of ours and others protected by U.S. and international laws. Nothing contained on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Mark displayed on the Website without the written permission of ours or such third party that may own the Marks displayed on the Website other than as set forth in this Agreement. Your misuse of the Marks displayed on the Website, or any other Content on the Website, except as provided in this Agreement, is strictly prohibited. You shall not download or copy any Content or other items displayed on the Website for download, except for personal use only, provided that you maintain all copyright and other notices contained in such Content. You shall not store any significant portion of any Content or such items in any form.

Copying or storing any Content for other than personal, non-commercial use in violation of this Agreement is expressly prohibited without our prior written permission, or from the copyright holder identified in such Content's copyright notice. We neither warrant nor represent that your use of the Content displayed on the Website will not infringe rights of third parties not owned by or affiliated with us. You agree that you will not use any robots, spiders, crawlers or other automated



downloading programs or devices to: (a) continuously and automatically search or index any content; (b) harvest personal information from the Website for purposes of sending unsolicited or unauthorized material; (c) cause disruption to the working of the Website or any other person's use of the Website; or (d) run Mail list, Listserv, any form of auto-responder or "spam" on the Website, or any processes that run or are activated while you are not logged on. You may not transmit, or cause to be transmitted, any communication or solicitation designed or intended to obtain password, account or private information from any of our users. If the Website contains robot exclusion files or robot exclusion headers, you agree to honor them.

**Not Medical Advice.** We are not intended to be, and you understand and agree that the services do not constitute, the provision or practice of medical, nursing, or professional health care advice or services in any jurisdiction. To the extent permissible under applicable laws, no responsibility is assumed for any injury and/or damage to persons or property as a matter of products liability, negligence or otherwise, or from any use or operation of any ideas, instructions, methods, products or procedures contained in the Website. The Content (including, without limitation, advice and recommendations) on the Website is intended solely as a general educational aid. The Content on the Website is not intended nor implied to be, and you will not use it as, a substitute for professional medical or healthcare advice, or to be used for medical diagnosis or treatment, for any individual problem. Always seek the advice of your physician or other qualified health care provider prior to starting any new treatment or with any questions you may have regarding a medical condition. We do not specifically recommend or endorse any specific tests, physicians, products, procedures, opinions or other information that may be mentioned on the Website. Reliance on any information provided by us, our employees or others appearing on the Website or other users of the Website is solely at your own risk. No test or procedure should be carried out unless, in the provider's judgment, its risk is justified. When taking any prescription drug, you should always consult your doctor. You understand that you should never disregard professional medical advice or delay in seeking treatment based on the information provided on the Website. Because of rapid advances in the medical



sciences, we recommend that the independent verification of diagnoses and drug dosages should be made. If the Content contained on the Website contains medical or health sciences information, it is intended for professional use within the medical field.

WE AND OUR AGENTS ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING, DIRECTLY OR INDIRECTLY, TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, SERVICES OR OTHER CONTENT ON THE WEBSITE. WHILE WE STRIVE TO KEEP THE INFORMATION ON THE WEBSITE ACCURATE, COMPLETE AND UP-TO-DATE, WE CANNOT GUARANTEE, AND WILL NOT BE RESPONSIBLE FOR, ANY DAMAGE OR LOSS RELATED TO THE ACCURACY, CURRENCY, COMPLETENESS, SUITABILITY OR TIMELINESS OF THE CONTENT ON THE WEBSITE. WE HAVE NO OBLIGATION TO MONITOR THE WEBSITE OR ANY COMMUNICATION THAT YOU TRANSMIT TO THE WEBSITE. YOUR USE OF THE WEBSITE IS SUBJECT TO THE ADDITIONAL DISCLAIMERS AND CAVEATS THAT MAY APPEAR IN THIS AGREEMENT, THROUGHOUT THE WEBSITE AND IN OUR PRIVACY POLICY. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

**Warranty Disclaimer.** We have no special relationship with or fiduciary duty to you. You acknowledge that we have no control over, and no duty to take any action regarding: which users gain access to the Website; what content you access via the Website; what effects the content may have on you; how you may interpret or use the content; or what actions you may take as a result of having been exposed to the content. You release us from all liability for you having acquired or not acquired content through the Website. We make no representations concerning any content contained in or accessed through the Website, and we will not be responsible or liable for the accuracy, currency, completeness, suitability, timeliness, copyright compliance, legality or decency of Content contained in or accessed through the Website, or for any human and/or technical error. THE WEBSITE, THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT



ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO USER. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. We have not reviewed all of the websites linked to the Website and are not responsible for the content of any off-site pages or any other websites linked to the Website. Your linking to any other off-site pages or other websites is at your own risk. The links to these off-site pages are provided only for your convenience. Indemnity You will indemnify, hold harmless, and at our request, defend us, our parents, subsidiaries, licensors, suppliers, affiliates, officers, directors, managers, shareholders, members and employees, harmless from any and all claims, losses, damages (actual and consequential), suits, judgments, costs and reasonable attorneys' fees, of every kind and nature made by any third party due to or arising out of your access to the Website, use of the Services, the violation of this Agreement by you, or the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

**Limitation of Liability.** WITHOUT LIMITING THE APPLICABILITY OF THE FOREGOING, IN NO EVENT SHALL WE BE LIABLE WITH RESPECT TO THE WEBSITE OR THE SERVICES: (a) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, HOWSOEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE; OR (b) PERSONAL INJURY/WRONGFUL DEATH. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SUCH INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO USER. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON US, THEN WE AGREE THAT OUR AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF OURS SHALL NEVER EXCEED



ONE HUNDRED U.S. DOLLARS AND NO CENTS (\$100.00). ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF THE WEBSITE, THE SERVICES OR ANY CONTENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND ARE LIMITED TO THOSE PROVIDED FOR HEREIN.

**Termination.** We may terminate the Services at any time, with or without notice. We also may terminate or suspend any and all Services and your access to the Website immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement. All provisions of this Agreement which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and indemnification provisions.

**Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, which may only be modified as set forth in this Agreement. The Website is controlled and operated by Center for Behavior Analysis. We assume no responsibility, and shall not be liable for any damages to, or viruses that may infect, worms, Trojan horses, your computer equipment or other property on account of your access to, use of, or browsing in the Website or your downloading of any Content from the Website. We make no representation that materials in the Website are appropriate or available for use in other jurisdictions. Those who choose to access the Website from other jurisdictions do so on their own initiative and are responsible for compliance with local laws, including, without limitation, laws regarding the import/export of technical data by virtue of your online transmission, if and to the extent such laws are applicable. Except to the extent applicable law, if any, provides otherwise, this Agreement shall be governed by the laws of the State of Florida without giving effect to its choice of law rules. You expressly agree that jurisdiction for any claim or dispute relating to or arising out of this Agreement resides exclusively in the courts of Palm Beach County in the State of Florida, and expressly consent to the personal jurisdiction thereof. If any provision in this Agreement should be held illegal or unenforceable, such provision shall be modified to the extent necessary to render it



enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect, or we may at our option instead terminate this Agreement. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. You may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein. We may assign this Agreement to any entity at our sole discretion. This Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns. No delay or failure to take action under this Agreement shall constitute any waiver by us of any provision of this Agreement. Notwithstanding anything to the contrary, nothing in this Agreement waives or limits extra-contractual rights or remedies available to us to protect our rights or property, including, but not limited to, those available under U.S. copyright law, international treaties or copyright or intellectual property laws of the countries in which the Website or Services are used. Terms of Use and website will be reviewed at least annually by CBA.

**Notification of Changes.** We reserve the right, at our sole discretion, to modify, amend, or otherwise update this Agreement at any time by posting a notice on the Website, or by sending you a notice via email. You shall be responsible for reviewing and becoming familiar with any such changes. Please check the Website frequently to see recent changes to this Agreement. Use of the Website or the Services by you following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.

**Diversity:** We embrace diversity in all its forms, including but not limited to race, ethnicity, gender, age, sexual orientation, disability, and socioeconomic background. We recognize that diverse teams bring different ideas, expertise, and approaches to the table, leading to better outcomes and more comprehensive solutions. We actively seek to create a diverse workforce at all levels of our organization through inclusive recruitment and hiring practices.





**Equity:** We strive to create a fair and equitable workplace where all people have equal opportunities to succeed and grow based on their individual needs. We are committed to eliminating biases and practices that perpetuate discrimination or disadvantage certain groups. We ensure that our policies, processes, and systems promote fairness and transparency, and we actively bridge any existing gaps or barriers to ensure equal access to resources, development opportunities, and career advancement.

CBA is committed to providing a website that is accessible to all users, including those with disabilities. Our goal is to accommodate the diversity of our client, employee, and user populations including linguistic and cultural differences, and/or cognitive or physical impairments. We strive to follow those standards used by the Federal government for technology accessibility for people with disabilities (Section 508), and the Web Content Accessibility Guidelines (WCAG) 2.0 developed by the World Wide Web Consortium (W3C).

**Inclusion:** We promote a culture of inclusion where every individual feels valued, respected, and empowered to contribute their unique perspectives and talents.

Strategies to encourage user diversity, equity, and inclusivity:

1. CBA works to implement unbiased language and promotes different forms of communication.
2. CBA implements flexible arrangements to accommodate various needs and lifestyles, supporting users in all walks of life. Users are encouraged to use their preferred mode of communication by calling, messaging, or emailing. CBA's website lists the phone number, and contact information in the "Terms of Use", and has a chat feature to support.
3. CBA engages with local communities and organizations that promote diversity and inclusion. Regions and regional administrators participate in events and initiatives that support broader inclusivity goals.
4. Regarding communication accessibility, CBA currently supports and is developing communication tools and practices that accommodate individuals



with deafness. This may include video conferencing with captioning (in development) providing written meeting agendas in advance (current).

5. If assistive technology is needed, a user may request assistive technologies such as screen readers, captioning software, or communication devices that can enhance accessibility.
6. We also recognize that our journey toward diversity, equity, and inclusion is ongoing and requires continuous effort, learning, and growth. Users may use their preferred mode of communication to provide feedback including areas for inclusivity, adequate opportunities for services, tools to support individuals in their communities, etc.

**Contact Information.** If you have any questions, complaints, or concerns regarding CBA, this Agreement, or the Website, please contact us as follows. You should know that any email or Internet correspondence between us has the same effect as a written document under the law.

Physical address: 500 S Australian Ave. Suite 600 #1103, West Palm Beach, FL 33401

Phone: 1-877-857-8517

E-mail: [info@centerforba.com](mailto:info@centerforba.com)

Or by using the chat feature on the website.

This Agreement is effective as of January 1, 2023.

### **CBA Notifications Terms of Use**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING PBS NOTIFICATIONS OR ITS SERVICES. BY USING PBS NOTIFICATIONS OR ITS SERVICES, YOU AGREE TO BECOME BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE PBS NOTIFICATIONS OR ITS SERVICES. USE OF PBS NOTIFICATIONS AND ITS SERVICES IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO ALL APPLICABLE RULES OR GUIDELINES PROVIDED HEREIN OR ELSEWHERE WITHIN THIS WEBSITE.



7. When you opt-in to the CBA NOTIFICATIONS service owned and operated by Center for Behavior Analysis (CBA), we will send you an SMS message to confirm your signup.
8. This service is used to send you notifications about your family member's services at CBA. Users will receive messages relating to documents needing signature, availability, scheduling, case acceptance, telehealth appointment reminders, natural disaster contingency, pandemic/epidemic notifications, and other critical alerts. Message frequency varies per user.
9. You can cancel this service at any time. Just text "STOP" to 877-858-8517. After you send the message "STOP" to us, we will send you a reply message to confirm that you have been unsubscribed. After this, you will no longer receive messages from us. If you want to join again, just sign up as you did the first time and we will start sending messages to you again.
10. If at any time you have questions on using our service, just text "HELP" to 877-857-8517. After you send the message "HELP" to us, we will respond with instructions on how to use our service as well as contact our support.
11. As always, Message and Data Rates May Apply for any messages sent to you from us and to us from you. The wireless carriers are not liable for delayed or undelivered messages. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. For all questions call our customer care support at 1-877-857-8517.
12. If you have any questions regarding privacy, see the CBA Privacy Policy.