

Smart ESAC Subscriber Terms of Use

Last Updated: July 22, 2016

The Smart ESAC (Early Screening for Autism and Communications Disorders) Application (the "Application") is operated and provided to you, the subscriber ("Subscriber") by Autism Navigator, LLC. The following terms and conditions, together with any documents they expressly incorporate by reference (the "Terms of Use") govern your access to and use of the Application, including any content, functionality and services offered on, through or in combination with the Application.

Please read these Terms of Use carefully before you start to use the Application. By logging in, entering or using the Application, or by clicking to accept or agree to the Terms of Use when that option is made available to you, you accept and agree to be bound and abide by these Terms of Use. You may use the Application only for lawful purposes and in accordance with these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use the Application.

By consenting to these Terms of Use, you agree that you are providing your legal signature in electronic form, to the extent allowed by law.

Changes to the Terms of Use

We may make changes to the Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Application following the posting of such changes means that you accept and agree to the changes. You should check this page from time to time so that you are aware of any changes to the Terms of Use, as they are binding on you.

Access to the Application

Upon registration, Autism Navigator grants you a limited, nonexclusive, non-transferable, revocable right to utilize and access the Application in a manner consistent with these Terms of Use for your internal business use. You are solely responsible for maintaining the confidentiality of your User ID and all activities that occur using your User ID. You agree to immediately notify Autism Navigator at support@autismnavigator.com in the event that your User ID is lost or stolen, or you become aware of any unauthorized use of your User ID or any other breach of security that might affect the Application. Autism Navigator is in no way liable for any claims or losses of any kind related to the use or misuse of your User ID due to the activities of third-parties outside of Autism Navigator's control or due to your failure to maintain the confidentiality and security of your User ID.

You may use the Application only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Application in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries). Additionally, you agree not to:

- Use the Application in any manner that could disable, overburden, damage, or impair the Application or interfere with any other party's use of the Application or its telecommunications services, including their ability to engage in real time activities through the Application.
- Use any robot, spider or other automatic device, process or means to access the Application for any purpose, including monitoring or copying any of the material or data on the Application.
- Use any manual process to monitor or copy any of the material or data on the Application or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Application.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Application, the server on which the Application is stored, or any server, computer or database connected to the Application.
- Attack the Application via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Application.

- Use the Application to perform any illegal activities (including without limitation defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as rights of privacy) of others.
- Impersonate anyone or any entity, falsely stating or otherwise misrepresenting your affiliation with a person or entity.
- Display advertising or commercial content.

Autism Navigator may change or discontinue, temporarily or permanently, any feature or component of the Application at any time without further notice. You agree that Autism Navigator shall not be liable to you or to any third-party for any modification, suspension, or discontinuance of any feature or component of the Application. Autism Navigator will not be liable if for any reason all or any part of the Application is unavailable at any time or for any period. From time to time, we may restrict user access to some parts of the Application, or the entire Application.

Full use of the Application requires Internet access and may be affected by the performance of such access. You are responsible for making all arrangements necessary for you to have access to the Application, including, without limitation up-to-date compatible browser software.

To access the Application, you will be asked to provide certain registration details and other information. You represent that the information that you provide about yourself as requested in the Autism Navigator account registration form (the "Registration Data") is accurate and complete, and you agree to update your account information, as necessary, including providing Autism Navigator with your current email address, so that you may receive notifications and other account-related communications. Autism Navigator agrees to keep your email address confidential.

Autism Navigator has the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Content Ownership

The Application and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by Autism Navigator, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You may not reproduce, distribute, modify, or create derivative works of, publicly display, publicly perform, republish, download, store, transmit or commercially exploit any part of the Application except as necessary to use or view the content therein and to create a reasonable number of copies of portions of such content (without modification) for your use. All rights in the Application content not expressly granted to you by Autism Navigator are retained by Autism Navigator and its licensors.

The Autism Navigator and Smart ESAC names and all related names, logos, product and service names, designs and slogans are trademarks of Autism Navigator or its affiliates or licensors. You must not use such marks without the prior written permission of Autism Navigator. All other names, logos, product and service names, designs and slogans on this Application are the trademarks of their respective owners.

If you violate any of these Terms of Use, our permission to you to use the Application automatically terminates.

Participant Data

As between the parties, Subscriber will own all right, title and interest in all data ("Participant Data") regarding Subscriber's registered participants ("Participants"). Subscriber grants to Autism Navigator and its affiliates a nonexclusive right to transmit and store Participant Data in connection with hosting the Application. Both parties will comply with all applicable laws, rules and regulations in connection with the collection, use and disclosure of the Participant Data (including, without limitation, any pertaining to privacy). To the extent permissible under applicable law, Subscriber grants Autism Navigator a perpetual, unlimited license to use or disclose Participant Data that has been de-identified. If Subscriber is a "covered entity" under the Health Insurance Portability and Accountability Act ("HIPAA"), as that term is defined at 45 C.F.R. § 160.103, the terms of the attached Business Associate Agreement shall apply to all Participant Data that constitutes Protected Health Information and that is transmitted to Autism Navigator through the Application, whether by you or by the Participant. To the extent any provision of these Terms of Use is in conflict with the Business Associate Agreement, the provisions of the Business Associate Agreement will control.

Medical or Professional Services

Autism Navigator is not engaged in rendering medical or other professional services, and the availability or use of the Application is not intended to create, and does not, create, any medical or other professional services relationship. Use of the Application is not a substitute for medical or other professional advice, nor is it a substitute for any medical services provider using his or her knowledge, expertise and judgment in diagnosing and treating symptoms, illnesses or other physical and mental health conditions. It is Subscriber's sole responsibility to determine whether information provided by a Participant shall be made a part of the Participant's permanent medical or other professional services record if any such record is maintained by Subscriber.

No Warranties; Limitation of Liability

YOU ARE RESPONSIBLE FOR ANY ACTS OR OMISSIONS RELATING TO YOUR USE OF THE APPLICATION AND FOR ANY DAMAGES INCURRED AS A RESULT THEREOF. THE APPLICATION IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. WE DO NOT, AND OUR SUPPLIERS DO NOT REPRESENT OR WARRANT THAT THE APPLICATION, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPLICATION WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR APPLICATION OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE APPLICATION OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPLICATION WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. WE AND OUR SUPPLIERS EACH DISCLAIM, TO THE EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESS AND IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ON BEHALF OF US AND OUR SUPPLIERS, ALL RESPONSIBILITY FOR ANY DAMAGES ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THE APPLICATION OR CONTENT OR DATA AVAILABLE ON OR THROUGH THE APPLICATION, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

IF YOU ARE DISSATISFIED WITH THE APPLICATION OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY AGAINST AUTISM NAVIGATOR, ITS PARTNERS, AFFILIATES, SERVICE PROVIDERS, LICENSORS AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS, IS TO DISCONTINUE USING THE APPLICATION.

Indemnification

You agree to defend, indemnify, and hold harmless Autism Navigator and its partners, affiliates, service providers, licensors, and its and their respective officers, directors, employees, contractors, agents, successors and assigns from and against any and all losses, liabilities, damages, and costs, including but not limited to reasonable legal and accounting fees, arising from any claims, actions, or demands related to or alleged to relate to: (a) your use of the Application; (b) your violation of the Terms of Use; or (c) your violation of any intellectual property, privacy or other third-party rights or any applicable law in connection with your use of the Application. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting and available defenses.

General Terms

The Terms of Use and the resolution of any dispute related to the Terms of Use shall be governed by and construed in accordance with the laws of the State of Florida without respect to its conflict of laws principles. The parties hereto consent to the exclusive jurisdiction of the courts of Florida and agree that venue of any action arising under this Agreement shall be in Leon County, Florida. If any provision(s) of the Terms of Use is found to be contrary to law, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Autism Navigator's failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Autism Navigator in writing. These Terms of Use constitute the entire agreement between you and Autism Navigator with respect to the subject matter herein and supersede any and all prior or contemporaneous oral or written agreements. You may not assign this agreement to any other party and any attempt to do so is void.

Contact Us

This Application is operated by Autism Navigator, LLC. All feedback, comments, requests for technical support and other communications relating to the Application should be directed to:

Autism Navigator, LLC
1400 Village Square Blvd.
Suite #3-157
Tallahassee, FL 32312-1231
support@autismnavigator.com

Smart ESAC Subscriber Privacy Policy

Last Updated: July 22, 2016

The Smart ESAC (Early Screening for Autism and Communications Disorders) Application (the "Application") is operated and provided to you by Autism Navigator, LLC. Autism Navigator respects your privacy and the privacy of your Participants and is committed to protecting it through compliance with this Privacy Policy ("Policy"). This Policy explains how we handle the Personal Information we collect in connection with your use of the Application and how we use and disclose that information. "Personal Information" for purposes of this Policy means information that identifies you or your Participants, such as name, address, phone number, fax number or email address.

This Privacy Policy is also subject to the provisions of our Terms of Use. Please read this Policy carefully to understand our policies and practices regarding Personal Information and how we will treat it. If you do not agree with our policies and practices, you should not use the Application. By accessing or using this Application or by clicking to accept or agree to the Policy when that option is made available to you, you accept and agree to be bound and abide by this Privacy Policy. This Policy may change from time to time. Your continued use of the Application after we make changes is deemed to be acceptance of those changes, so please check the Policy periodically for updates.

What Personal Information We Collect

We collect information you provide directly to us. For example, we collect information when you create an account, add Participants or otherwise communicate with us. The types of information we collect include:

Registered User Information

When you register with the Application to obtain your username and password ("User ID"), we ask for certain information from you, such as your name, email address and other contact information.

Protected Health Information and Participant Data

When you add Participants to your account, we collect information from you about these individuals. We also collect information directly from Participants, subject to our Participant Privacy Policy and Terms of Use, and that information is accessible to you. If you are a "covered entity" under the Health Insurance Portability and Accountability Act ("HIPAA"), as that term is defined at 45 C.F.R. § 160.103, the terms of the attached Business Associate Agreement shall apply to all Participant Data that constitutes Protected Health Information and that is transmitted to Autism Navigator through the Application, whether by you or by the Participant.

How We Use Personal Information

Autism Navigator will not use Personal Information for purposes other than those listed in this Policy unless we obtain consent from you or the Participant, as appropriate, first. Autism Navigator uses your Personal Information to:

- Deliver to you any administrative notices and communications relevant to your use of the Application;
- Provide you with updates regarding the Application;
- Troubleshoot problems with the Application and detect and protect against error, fraud, or other illegal activity;
- Allow FIRST WORDS Parent Portal participants to search for you by name and/or location if, with your approval, they wish to grant you access to their child's Smart ESAC data; and
- Enforce the Terms of Use

Autism Navigator will not sell, rent, transfer or disclose Personal Information to, or otherwise permit the use of Personal Information by, third-parties without consent from you or the Participant, as appropriate, except as otherwise stated in this Policy.

From time to time, Autism Navigator may send you information about opportunities, products or services provided by Autism Navigator.

Disclosure to Third-Parties

Autism Navigator may share Personal Information with third-parties who provide services to Autism Navigator, such as information processing, customer data management, customer research and other similar services. We will require these third-parties to protect the information.

We may also disclose information if we determine that disclosure is reasonably necessary to enforce our Terms of Use or protect our operations or other users, or if we are required to do so by any applicable law, rule, regulation, subpoena, or other legal process. Additionally, in the event of a reorganization, merger, bankruptcy or sale, we may transfer any and all Personal Information we collect to the relevant third-party.

Access to User Information and Your Right to Delete Your Account

The information maintained for each user assigned a User ID can be reviewed and modified by the Registered User. The accuracy of Registered User data is the responsibility of the Registered User. If you would like to cancel your account, you may do so by emailing support@autismnavigator.com. When you request cancellation of your account, we may retain your account information, subject to the terms of this Policy and our legal obligations. Following cancellation or termination of your account, Autism Navigator may continue to utilize de-identified historical data associated with your use of the Application.

Third-Party Advertisers

We may contract with third-party advertisers who post ads on the Application, which may link to other websites not under our control. These third-party advertisers may use cookie technology to measure the effectiveness of their ads or may otherwise collected personally identifiable information for you when you leave the Application. We are not responsible or liable for any content, advertising, products or other materials offered by such advertisers. Transactions that occur between you and the third-party are strictly between you and the third-party and are not our responsibility. You should review the privacy policy of any third-party advertiser, as their policies may differ from ours. Autism Navigator does not endorse any linked site and the existence of any linked site does not necessarily mean that AutismNavigator has any affiliation, connection, endorsement or sponsorship of such websites and their owners or operators.

Automatic Information Collection

We may use automatic data collection technologies to collect certain information about your equipment, browsing actions and patterns, including:

- Details of your visits to our Application, including traffic data, location data, logs and other communication data and the resources that you access and use on the Application.
- Information about your computer and internet connection, including your IP address, operating system and browser type.

The Application may use "cookies" and other technologies such as pixel tags and web beacons. Browser cookies are alphanumeric identifiers in the form of text files that are inserted and stored by your Web browser on your computer's hard drive. These technologies tell us which parts of our Application you have visited and help us alert you to software compatibility issues. They are also used to analyze and improve our Application's design and functionality. If you choose to delete cookies from your device or block them from being stored on your device, please note that the full functionality of the Application may not be available to you and you will not be able to login using your User ID.

"Web beacons" are images embedded in a web page for the purpose of measuring and analyzing usage and activity. Autism Navigator, or third-party service providers acting on our behalf, may use web beacons to help us analyze usage and activity.

We may use third-party service providers to help us analyze certain online activities and improve the Application. For example, these service providers may help us measure the performance of our Application or analyze visitor activity on the Application. We may permit these service providers to use cookies and other technologies to perform these services for Autism Navigator. We do not share any Personal Information about you with these third-party service providers, and these service providers do not collect such information on our behalf. Our third-party service providers are required to comply fully with this Policy.

Data Security

We use industry-standard technologies, such as firewall barriers, encryption techniques, and authentication procedures, among others, designed to protect the security of your data and to protect Application accounts and systems from unauthorized access; however, we do not represent or warrant that your data will be 100% secure.

Autism Navigator is in no way liable for any claims or losses of any kind related to the use or misuse of your User ID due to the activities of third-parties outside of Autism Navigator's control or due to your failure to maintain the confidentiality and security of your User ID. We are not responsible if someone else accesses your account through registration information they have obtained from you or through a violation by you of this Policy or the Smart ESAC Terms of Use. If you have a security-related concern, please email support@autismnavigator.com.

Your California Privacy Rights

California Civil Code Section 1798.83 permits our visitors who are California residents to request certain information regarding our disclosure of Personal Information to third-parties for their direct marketing purposes. To make such a request, please contact us at:

Autism Navigator, LLC
1400 Village Square Blvd.
Suite #3-157
Tallahassee, FL 32312-1231
support@autismnavigator.com

California law requires that we disclose how Autism Navigator responds to web browser "Do Not Track" signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of personally identifiable information (as that term is defined in California law) about a consumer's online activities. Our Application does not currently support "Do Not Track" codes. That is, Autism Navigator does not currently respond to or take any action with regard to "Do Not Track" requests.

Users Outside of the United States

Information that is submitted to this Application will be collected, processed, stored, disclosed and disposed of in accordance with applicable U.S. law. If you are a non-U.S. user, you acknowledge and agree that Autism Navigator may collect and use your information, as discussed in this Policy, outside your resident jurisdiction. In addition, such information may be stored on servers located outside your resident jurisdiction. U.S. law may not provide the degree of protection for information that is available in other countries. By providing Autism Navigator with your information, you acknowledge that you have read this Policy, understand it, agree to its terms and consent to the transfer of such information outside your resident jurisdiction. If you do not consent to the terms of this Policy, please do not use the Application.

Information Transmitted Through Other Means

This Privacy Policy applies solely to the information provided while using the Application and does not apply to information we collect via other, non-electronic means, including, but not limited to paper correspondence and oral conveyances.

Contact Us

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