

NORTHWEST AUTISM CENTER
TERMS OF SERVICE

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND NORTHWEST AUTISM CENTER (THE "COMPANY" OR "WE") STATING THE TERMS THAT GOVERN YOUR USE OF THE SITE (AS DEFINED HEREIN). THIS AGREEMENT, TOGETHER WITH ALL UPDATES, ADDITIONAL TERMS, AND ALL OF THE COMPANY'S RULES AND POLICIES, COLLECTIVELY CONSTITUTE THE "AGREEMENT" BETWEEN YOU AND THE COMPANY. BY USING THE SITE, YOU AGREE TO THESE TERMS; IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS SITE. YOU MUST ACCEPT AND ABIDE BY THESE TERMS AS PRESENTED TO YOU; CHANGES, ADDITIONS, OR DELETIONS BY YOU ARE NOT ACCEPTABLE, AND THE COMPANY MAY REFUSE ACCESS TO ITS SERVICES OR PRODUCTS FOR NONCOMPLIANCE WITH ANY PART OF THIS AGREEMENT. THE COMPANY RESERVES THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME, WITHOUT NOTICE TO YOU, AND YOU MUST CONSULT THE MOST RECENT VERSION OF THIS AGREEMENT (NOT AN OLDER CACHED VERSION) EACH TIME YOU VIEW THE WEBSITE.

1. **Definition of Site.** The Company is the provider of the Internet web-portal www.nwautism.org (the "Site") that provides information regarding the Company, the Company's services and other related information, under certain terms and conditions as set forth in this Agreement.

2. **System Requirements.** Use of the Site requires Internet access. You acknowledge and agree that such system requirements are your responsibility alone.

3. **Intellectual Property.**

3.1. **Acknowledgement of Ownership.** You agree that the Site contains proprietary information and material that is owned by the Company and that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or material in any way whatsoever except for use of the Site in compliance with the terms of this Agreement. Except as set forth herein, you agree not to exploit the Site in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.

3.2. **Copyrights.** All copyrights in and to the Site (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) is owned by the Company and/or its licensors. THE USE OF ANY PART OF THE SITE, EXCEPT FOR USE OF THE SITE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT AND/OR TRADEMARK INFRINGEMENT.

3.3. **Trademarks.** All Company trademarks, service marks, graphics, and logos used in connection with the Site and are trademarks or registered trademarks of the Company in the U.S. and/or other countries. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

4. **Term and Termination.** The Company reserves the right to modify, suspend, or discontinue the Site (or any part or content thereof) at any time with or without notice to you, and the Company will not be liable to you or to any third party should it exercise such rights.

5. **Links to Other Sites.** The Site may contain links to other independent third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under the Company's control, and the Company is not responsible for and does not endorse the content of such Linked Sites, including any information or material contained on such Linked Sites. You will need to make your own independent judgment regarding interaction with these Linked Sites.

6. **Enforcement of These Terms.** The Company reserves the right to take steps the Company believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to the Company's right to cooperate with any legal process relating to your use of the Site and/or a third party claim that your use of the Site is unlawful and/or infringes such third party's rights). You agree that the Company has the right, without liability to you, to disclose any information to law enforcement authorities, government officials, and/or a third party, as the Company believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to the Company's right to cooperate with any legal process relating to your use of the Site and/or a third party claim that your use of the Site is unlawful and/or infringes such third party's rights).

7. **Disclaimer of Warranties; Liability Limitations.**

7.1. THE COMPANY DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME THE COMPANY MAY REMOVE THE SITE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SITE AT ANY TIME, WITHOUT NOTICE TO YOU.

7.2. IN NO CASE SHALL THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, ATTORNEYS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE SITE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF

LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

7.3. THE COMPANY SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU TO THE COMPANY IN CONNECTION WITH THE SITE, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND THE COMPANY HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

7.4. THE COMPANY DOES NOT REPRESENT OR GUARANTEE THAT THE SITE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND THE COMPANY DISCLAIMS ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM.

8. **Waiver and Indemnity.** BY USING THE SITE, YOU AGREE TO INDEMNIFY AND HOLD THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SITE OR ANY SERVICES ADVERTISED THEREON, OR ANY ACTION TAKEN BY THE COMPANY AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, ATTORNEYS AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SITE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF THE COMPANY'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

8.1 The contents of the Site, such as text, graphics, images, information obtained from Company's licensors, and other material contained on the Site ("Content") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Site.

If you think you may have a medical emergency, call your doctor or 911 immediately. The Company does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any

information provided by the Company's employees, directors, officers, affiliates, agents, contractors, and licensors, others appearing on the Site at the invitation of the Company, or other visitors to the Site is solely at your own risk.

9. **Minors.** We are committed to protecting the privacy of children. You should be aware that this Site is not intended or designed to attract children under the age of 13. We do not collect personally identifiable information from any person we actually know is a child under the age of 13.

10. **Territory.** The Company is based in Spokane, Washington, in the United States of America with the principal offices in Spokane, Washington. The Company makes no claims that the Site and the Content are appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

11. **Changes.** The Company reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Site. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as "Additional Terms") will be effective immediately and incorporated into this Agreement. Your continued use of the Site will be deemed to constitute your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.

12. **Miscellaneous Provisions.**

12.1 **Notices.** The Company may send you notice with respect to this Agreement or the Site by sending an email message to the email address you provide to the Company, or by sending a letter via postal mail to the postal address as provided to the Company. Notices shall become effective immediately.

12.2 **Jurisdiction and Venue.** You expressly agree that exclusive jurisdiction for any dispute with the Company, or in any way relating to your use of the Site, resides in the courts of the state of Washington, county of Spokane, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the state of Washington, county of Spokane, in connection with any such dispute including any claim involving the Company or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

These terms and conditions are governed by the internal substantive laws of the state of Washington, without respect to its conflict of laws principles. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect. No waiver of any of these terms and conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

12.3 **Attorneys' Fees.** If any suit is brought or legal action is taken for the enforcement of any provision of this Agreement or as a result of any alleged breach thereof or for a declaration of any right or duty hereunder, the party or parties who substantially prevail in such suit or legal action shall be paid reasonable attorneys= fees from the party or parties who do not substantially prevail, and any judgment or decree rendered shall include an award thereof.

12.4 **Entire Agreement.** This Agreement embodies the entire understanding among the parties and supersedes any and all prior negotiations, understandings or agreements.