



Terms and Conditions

1. *Downloading and Use of Materials*

- a. All content is protected by copyright law and may be subject to other restrictions as well. THE COMPANY retains all rights, including copyrights, in the data, images, audio and video clips, software, documentation, text, and other information available on or contained in the Site (collectively, the "Materials"). Users may download the Materials subject to these Terms and Conditions, provided that all copyright and other proprietary notices contained on the downloaded Materials are retained.
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- c. THE COMPANY expressly prohibits the use, copying, display, publication, distribution, transmission, modification, reposting or exploitation of any Materials downloaded from the Site for any commercial or non-personal purposes, and permits only the limited purpose mentioned above.
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- e. Your use of and browsing on the Site are done at your own risk. Neither THE COMPANY nor any other party involved in creating, producing, delivering or maintaining the Site is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, the Site or any of the Materials on the Site. Without limiting the foregoing, all Materials on or downloaded from the Site are provided "AS IS" WITHOUT A WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY assumes no responsibility, and shall not be liable for, any damages to your computer equipment or other property on account of your access to, use of, browsing in, or downloading of any Materials from the Site, including, without limitation, damages due to viruses that may be embedded in the Materials.

2. *Permissions*

- a. Any party wishing to use any of the Materials from the Site, for any purpose other than the limited purposes identified above, must request and receive prior written approval from THE COMPANY. Permission for such use will be considered, and possibly granted, on a case-by-case basis, at the sole discretion of THE COMPANY.

3. **Links**

- a. The Site may presently or subsequently contain links to the sites of other parties. THE COMPANY has not reviewed, and is not obligated to review; all of the sites linked to the Site and is not responsible for any of the content on any linked sites. If THE COMPANY provides these links, it does so solely as a convenience, and such a link does not imply THE COMPANY endorsement, sponsorship or affiliation with the linked site. Your choosing to connect to another site through a link on the Site is your own decision and shall not be deemed to have been induced by THE COMPANY merely because THE COMPANY provided the link. By choosing to link to another site, you will be assuming any and all of the risks that may exist with respect to such site and/or the content on such site.

4. **Applicable Law and Jurisdiction**

- a. The Site (excluding links to Web Sites operated by others) is controlled and operated by THE COMPANY through its selected host. Although THE COMPANY has made no effort to publish the Site elsewhere, the Site is accessible in all fifty U.S. states and in other countries have laws that may differ from those of California and from each other. In the interest of establishing a predictable legal environment in which to publish, access and use the Site, you will be deemed to agree, by virtue of your accessing and/or using the Site, that all matters arising from or relating to the use and operation of the Site will be governed by the laws of the State of California, without regard to its conflict of laws principles. You further agree that all claims you may have arising from or relating to the operation or use of the Site will be heard and resolved in the Superior Court in and for the County of Los Angeles, California or in the federal district court for the Central District of California. In this regard, you consent to the above-designated courts having personal jurisdiction over you, and you stipulate to the fairness and convenience of proceeding in such courts. You further agree not to assert any objection to proceeding in such courts. If you choose to access the Site from locations other than Los Angeles, California, you will be responsible for compliance with all of the local laws of such other locations.

5. **Refund and Cancellation Policy**

- a. Application fees are non-refundable.
- b. If an applicant never schedules the examination after registering and paying the examination fee, and the period between enrollment and notification of withdrawal does not exceed 30 days from the enrollment date, a refund amount to be determined by the QABA™ Credentialing Board not to exceed 50% may be made.
- c. All requests for refunds must be in writing, and will be submitted to the QABA™ Credentialing Board for approval at the next regularly scheduled board meeting. Once approved by the Board, refunds due will typically be paid within forty-five (45) calendar days of the date of notification to the applicant.
- d. The date of determination is the date the applicant receives written notice from the QABA™ Credentialing Board that the refund has been approved.
- e. Once an exam has been scheduled there will be no refunds.
- f. If the period between enrollment and notification of withdrawal exceeds 30 days, there will be no refund.
- g. There will be no full or partial refunds for the failure to use a coupon code during the payment process.

6. ***Coupon Code Usage***

- a. The coupon codes we issue and authorize are subject to the following terms and conditions:
- b. The coupon code must be entered by the customer at the time of making payment for the examination or program. Failure to do so does not entitle the user to a refund of the coupon discount amount after the purchase for the enrollment is complete. We cannot retro-actively apply coupon discounts for examination or program purchases already completed.
 - i. All coupon codes we issue are non-negotiable.
 - ii. Unless specifically noted, coupons are valid for one use per customer.
 - iii. We reserve the right to cancel or reject any order if in our opinion the coupon used was unauthorized, ineligible, obtained illegally or altered in any way.
 - iv. Discount coupons may not be used on orders which have already been discounted
 - v. The coupon codes we issue may be used for ***online purchases only***.
 - vi. vii. Any variation of coupon code terms and conditions is entirely at the discretion of the company.

7. ***Re-activation of Expired Programs***

- a. If a student's program expires (has exceeded the time approved for completion), the learner account can be re-activated upon payment of a \$50 re-activation fee. The re-activation fee will cover all costs associated with reactivation of the account and all administration costs. Once re-activated, a revised expiry date will be approved by the Program Director.

8. ***Eligibility Information***

- a. In order to enroll in a particular program, there MAY be specific eligibility criteria that must be met. Prior to gaining access, a candidate must agree that they meet these criteria and that they agree to these Terms and Conditions. Failure to do so will result in access not being granted. Should a candidate agree that they meet the required eligibility criteria but it is subsequently found that they do not, this MAY result in cancellation of any completion awards (e.g.: credentials; certificates; Continuing Education Units etc.

9. ***Evidence of Eligibility Information***

- a. In cases where a candidate is not required to upload copies of eligibility information at the time of enrolling in a program, THE COMPANY reserves the right to request proof/evidence of existence of any eligibility information that has been agreed to by a candidate, at any time. Such proof/evidence may be supply of original or notarized copies of relevant documents and/or further evidence of supervised fieldwork by the appropriately qualified individual.
- b. In cases where a candidate is required to upload copies of eligibility information at the time of enrolling in a program, THE COMPANY reserves the right to request additional proof/evidence of existence of any eligibility information that has been uploaded by a candidate, at any time. Such proof/evidence may be supply of original or notarized copies of relevant documents and/or further evidence of supervised fieldwork by the appropriately qualified individual.

10. *Right to Sharing of Information*

- a. If the cost of tuition has been contributed to in part or in full by an employer, or if you have been issued a Coupon Code by your employer; school; school district or other organization, you agree that THE COMPANY has the right to share information related to your learner account and activity related to examinations with said employer as it deems appropriate. Such information might include (neither complete nor exhaustive):
 - i. Progress
 - ii. Completion dates
 - iii. Enrollment dates
 - iv. Time stamps including:
 - System Access
 - Completion

- b. If, for any reason, you or THE COMPANY is subject to legal proceedings and information that may contain information related to you or your activity is subject to subpoena.

11. *Public Registry Information*

- a. For people completing particular Applied Behavior Analysis examinations and programs, there is a requirement that the individuals names, location (State only) and some other non- identifying information, is entered into the Qualified Applied Behavior Analysis Certification Board public registry. The purpose of the registry is to allow people completing approved ABA coursework to subsequently complete requirements for the QASP and ABAT credentials. Where a course or program has this requirement, this is highlighted and agreed to during the registration and enrollment process.

12. *Suspension and Revocation of Certification*

- a. In the event of suspension or revocation of a certification, the certified person agrees to refrain from further promotion of the certification while it is suspended and/or revoked pending resolution of allegation or concern.

13. *Right to Contact Subscribers*

- a. THE COMPANY reserves the right to contact a subscriber, for the purposes of promoting products and/or services, when said subscriber has provided contact information as part of enrollment. Personal subscriber information will never be shared with a third party and THE COMPANY will make every effort to protect and keep private said information at all times other than that covered by clause 11a.

14. *Right to Revise Terms and Conditions*

- a. THE COMPANY may, at any time, revise the Terms and Conditions contained herein by updating this posting. You will be bound by such revisions and, therefore, should periodically visit this page on the Site to review the then-current Terms and Conditions that are in effect.