



## WEBSITE TERMS OF USE

### WELCOME

Welcome to the US Autism Association and our website (our “Site”). We hope you find it useful! Feel free to send us any comments by using the links provided so we can continue to improve your experience.

By accessing, or otherwise interacting with, our Site, you agree to the following terms (the “Terms”), which constitute a contract between you and Different Minded Renaissance, Inc., doing business as US Autism Association and their affiliates (collectively, “USAA” or “we”). **IF YOU DISAGREE WITH ANY OF THESE TERMS, PLEASE DO NOT USE OUR SITE.**

We may, at our sole discretion, change, modify, add or remove portions of these Terms, at any time – so please use only the terms posted on the Site and check for changes. If the Terms change, continuing to use the Site means that you have accepted and agreed to the changes. We also may change any of the Contents (as defined below) at any time and without notice.

### TO EVERYONE

*We do not discriminate on the basis of neurodiversity, race, color, religion, creed, gender, gender expression, gender identity, age, national origin (ancestry), disability, marital status, sexual orientation, or military or veteran’s status, in any of our activities or operations.* These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients.

### TO OUR SITE

*We own the Site and all of its Contents.* That means everything: the text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code, as well as their design, structure, selection, coordination, expression, "look and feel" and arrangement (the “Contents”). Various laws and regulations protect it around the world, including intellectual property rights and unfair competition laws. So please don’t copy or use our Content without our prior written permission. And by “copy or use”, we mean, for example: copy, reproduce, republish, upload, post, display publicly, create derivative works, encode, translate, transmit, distribute or otherwise use it – other than for your transactions with us. Also, don’t export or re-export any

Content or any copy or adaptation of this Content in violation of any applicable law, including U.S. export laws and regulations.

We meant what we said in the prior paragraphs. So don't use any automatic or other device to get around these restrictions.

### **YOU HAVE A LICENSE TO USE OUR SITE**

Our Sites are and will be available only to adult individuals (over 18 years old) that have the legal capacity to enter in to contracts, as well as companies. As long as you are one of those and you comply with the Terms (and we haven't otherwise told you that you could no longer access our Site), we are giving you a personal, revocable, non-exclusive, non-transferable, limited permission to enter and use the Site. We may stop or block your access to the Site at any time for any reason. Without this permission, you cannot use the Site. Having this permission does not give you any right to participate in any conference, which is governed separately by the application process.

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### **WE GIVE YOU ACCESS TO RESOURCES; THAT DOESN'T MEAN WE GIVE YOU ADVICE OR ENDORSE OR PROMOTE THESE RESOURCES**

While we try to give you access to resources we believe are helpful, we are not giving you medical, legal or other advice, and we do not endorse any commercial conduct, process or services.

**THE CONTENT IS NOT INTENDED IN ANY WAY TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION.**

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Please don't link to our Sites without our permission. If we gave someone permission to link to our Sites, we give that permission but we do not want to be responsible or liable for their websites or their content, opinions, products, services, privacy and other policies. We disclaim and do not assume any such liability or responsibility. Also, we can cancel that permission at any time for any or no reason.

### **AND IF WE GIVE YOU A LINK TO SOMEONE ELSE'S WEBSITE, PLEASE UNDERSTAND IT IS SOMEONE ELSE'S WEBSITE, NOT OURS**

Our Sites have links to other websites. We included these links because we think it would be helpful for you to have them. But there are not our Sites. We are not responsible for them, nor do we approve, endorse or accept responsibility for them, their product, content, services, privacy and other policies or any opinion they express or otherwise for their accuracy and contents. If you decide to leave our Sites and click on these links, you do so at your own risk, because their rules and policies, not ours, will apply to you. Therefore, please look at these policies and use your judgement and understand that we are not responsible for any damages or losses that come directly or indirectly as a result of your use of these websites.

### **DO NOT HACK OUR SITE OR OTHERWISE MEDDLE WITH IT**

Please use the Site the way it was intended to be used. It is helpful to many other people besides you; please don't mess with it.

*Don't hack or attempt to hack into our Site or our systems or network.* By that we mean, among other things, attempt to gain unauthorized access, use password "mining" or use any other illegitimate means to access portions of our Site you are not supposed to access, or probe, scan or test the vulnerability of the Site or any network connected to the Site, or breach the security or authentication measures on the Site or any network connected to it.

*Don't use the Site to try and get things from us we did not intend to give you. Don't use any "deep-link," "scraper," "robot," "spider," "scripts", "crawler" or other automatic device, program, algorithm or methodology, or any equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site.*

*This Site is there for you; so don't use it to try to get information on our other visitors. There are various laws against that and we take these types of actions very seriously. So don't do a reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information.*

*And please don't try to take down our Site. We spent a lot of time and money building it. We believe it will provide a fantastic new way for people and companies to learn about autism. Specifically, please don't take any action that would impose an unreasonable or disproportionately large load on the infrastructure of the Site or our systems or networks, or any connected systems or networks. And don't, whether directly or through any device, software or routine, interfere or attempt to interfere with the proper working of the Site or any transaction conducted on the Site, or any other person's use of the Site.*

### **BE YOURSELF**

*Be yourself, it's good enough for us; don't lie about who you are. We are a non-profit making resources available to many people who need it. As such, there are various rules regarding whom we can take donations from. This is serious business. We reserve the right to check who you are if you give us donations. So don't forge headers or otherwise manipulate identifiers or give us fake email addresses in order to disguise the origin of any message or transmittal you send to us on or through the Site or any service offered on or through the Site. Don't pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.*

### **DO NOT DO ANYTHING ILLEGAL**

You may not use the Site, any Content or any of our services for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of the USAA or others. In addition to any other rights we may have, if we even suspect that you may be doing anything like that, we retain the right to report you to governmental authorities, even without notifying you.

### **AND IF YOU HURT US, PLEASE MAKE US WHOLE**

You agree to indemnify us and hold us, our affiliates and our and our affiliate's employees officers, directors, managers, shareholders, predecessors, successors in interest, agents, advisors, harmless from any demands, loss, liability, claims or expenses (including all attorneys' fees and fees of

other experts) made by any third party due to or arising out of or in connection with your use of the Site.

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SOME JURISDICTIONS DO NOT ALLOW SOME OF THESE DISCLAIMERS AND WAIVERS. IN THESE JURISDICTIONS, THEY ONLY APPLY TO THE EXTENT PERMITTED.

### **AND NOTE THESE OTHER LEGAL PROVISIONS**

*These Terms are binding – even where we just say “please” or use similar language.*

*No waivers.* Also, just because we don't say anything, that does not mean we agree with you. If we waive or modify any part of these Terms, it will be only in a signed writing, for your benefit, that expressly states that waiver or modification.

**These Terms and all actions and matters arising hereunder or related hereto are governed by and construed and construed and enforced in accordance with, the laws of the State of Connecticut.**

*Arbitration.* All claims and controversies arising out of or relating to these Terms or their breach shall be settled by arbitration administered by the American Arbitration Association under their Commercial Arbitration Rules and procedures (or, if you are accessing our Site as an individual and not for your company, their Consumer Arbitration Rules) and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. These rules, as well as instructions on how to file an arbitration proceeding, appear at [adr.org](http://adr.org), or you may call the AAA at 1-800-778-7879. You and we agree that the Federal Arbitration Act applies and governs the interpretation and enforcement of this provision. **The place of arbitration shall be in Connecticut.** There shall be one arbitrator and the arbitration shall be confidential. **Note that, by agreeing to arbitration, you waive any right to trial by jury or to sue in court, including to start a class action, class arbitration or representative action or proceeding.** To the extent this agreement is invalidated or does not apply in whole or in part, any claim, action or proceeding may be brought in the courts of the State of Connecticut and federal courts. **In any case, in connection with any claim or controversy, directly or indirectly, arising out of or related to these Terms, you and we waive any right to trial by jury in connection, any claim of inconvenient forum and any right to bring an action other than in an individual capacity (e.g., a class action, class arbitration or representative action or proceeding).**

*Entire Agreement.* You may have mistakenly gotten the impression (e.g., in phone calls, emails or otherwise) that we were agreeing to something with you but the Terms, the applications for conferences and donations and our privacy policy are the only agreements and understandings between us. Of course, we may have other unrelated relationships together, governed by separate legal agreements.

*Severability.* Any part of these Terms being held illegal, invalid or unenforceable in any jurisdiction shall not affect any part of such provision not held illegal, invalid or unenforceable, any other provision of these Terms or any part of such provision in any other jurisdiction.

Please contact us at [office@usautism.org](mailto:office@usautism.org) or (888) 928-8476 if you have any questions or issues.