

## Terms of Service

Please read these terms of service (“Terms”, “terms of service”) carefully before using the website (the “Service”) operated by Possibilities ABA Utah LLC (“Possibilities”, “our”, “us”, “we”)

### Conditions of Use

We will provide services to you, which are subject to the conditions stated below in this document. Every time you visit this website, use its services or make a purchase, pay a bill, or visit your patient portal you accept the following conditions.

## Copyright

Content published on this website (digital downloads, images, texts, graphics, logos) is the property of Possibilities and/or its content creators and is protected by international copyright laws. The entire compilation of the content found on this website is the exclusive property of Possibilities.

## Communications

The entire communication with us is electronic. Every time you send us an email or visit our website, you are going to be communicating with us and consent to receive communications back. If you subscribe to the news on our website, you are going to receive regular emails from us but will be given the option to stop receiving these emails. We will continue to communicate with you by posting news and notices on our website and by sending you emails. You also agree that all notices, disclosures, agreements, and other communications we provide to you electronically meet the legal requirements that such communications be in writing.

## Applicable Law

By visiting this website, you agree that the laws of the United States of America without regard to principles of conflict laws will govern these terms of service, or any dispute of any sort that might come between Possibilities and you, or its business partners and associates.

## Disputes

Any dispute relating in any way to your visit to this website or to products or services you purchase from us shall be arbitrated by a state or federal court in Utah, USA and you consent to the exclusive jurisdiction and venue of such courts.

## Privacy Policy

We use your personal information only for providing and improving the Site. By using the Site, you agree to the collection and use of information in accordance with this policy. Communications via email over the internet are not secure. There is always a possibility that information you include in an

email can be intercepted and read by other parties besides the person to whom it is addressed. Do not include personal identifying information such as your birth date, or personal medical information in any emails you send from our website. No one can diagnose your condition from email or other written communications, and communication via our website cannot replace the relationship you have with a physician or another healthcare practitioner.

## Terms of Use

Use of the Possibilities ABA Utah LLC site is subject to agreement and compliance with these Terms and Conditions. The Possibilities ABA Utah LLC website is available as a resource for caregivers and providers to find qualified healthcare professionals. You must be at least 18 years old to use the Possibilities ABA Utah LLC inquiry for care and associated email contacts. The Possibilities ABA Utah LLC associated email contacts may not be used for commercial purposes. Prohibited uses of the Possibilities ABA Utah LLC registry include, but are not limited to (a) sale of products, (b) information about products, (c) information about educational or professional programs, (d) vulgar or harassing emails, or (e) creation of a mailing/emailing database. Violators should be reported via the Possibilities ABA Utah LLC inquiry page via the contact us form on the website. Remedies available to Possibilities ABA Utah LLC may include all available legal remedies, fees (including court costs and attorney's fees), and damages. Possibilities ABA Utah LLC will take necessary steps to ensure compliance but does not guarantee or warrant account holders from emails in violation of these Terms of Use.

## Information Collection and Use

While using our Site, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally, identifiable information may include but is not limited to your name, email, address, and phone number.

## Log Data

Like many site operators, we collect information that your browser sends whenever you visit our Site ("Log Data"). This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Site that you visit, the time and date of your visit, and the time spent on those pages and other statistics. In addition, we may use third-party services such as Google Analytics that collect, monitor, and analyze this data.

## Cookies

Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your computer's hard drive. Like many sites, we use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Site.

## Security

The security of your personal information is important to us but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

## Changes To This Privacy Policy

These Terms of Service are effective as of 6/2/2024 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page. We reserve the right to update or change our Terms of Service at any time and you should check the Terms of Service periodically. Your continued use of the Service after we post any modifications to the Terms of Service will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Terms of Service. If we make any material changes to the Terms of Service, we will notify you either through the email address you have provided us or by placing a prominent notice on our website.

## Contact Us

If you have any questions about these Terms of Service, please contact us using the form on our website.