

## SPARK Terms of Use

By using the SPARK Web portal, you signify that you agree with these Terms of Use. We reserve the right to modify these terms at any time. All modifications to these Terms of Use will be posted on the Web portal. Your continued use of our Web portal indicates your agreement with these modifications. If you do not agree with these Terms of Use, please do not provide us with any personal information and refrain from using our portal.

### Use of the site and description of service

The goal of SPARK is to recruit, engage and retain a community of at least 50,000 individuals with ASD, along with their family members. To this end, the SPARK Web portal will include a number of features and functions, such as

- the ability to search for and read original and reproduced news articles and opinion pieces,
- the ability to participate in community discussion forums,
- the ability to view informational videos,
- the ability to participate in webinars,
- the ability to search for, read about and participate in human subjects research,
- the ability to match participants, based on the data they enter, with content, communities and studies,
- the ability to see aggregate data on communities of research participants,
- the ability to upload and organize ASD-related medical records, and
- the ability to document family history of ASD-related medical conditions.

The SPARK Web portal is not intended for anyone under the age of 18. You affirm that you are either 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

Use and access to the Web portal is made available to you solely for your personal, noncommercial use. You may make one copy of any part of the Web portal in any medium to use for your personal, noncommercial use, but you must obtain our prior consent to make additional copies, to distribute such additional copies or to publicly display any of the information provided on the Web portal. In addition, your continued use of the Web portal is conditioned upon your compliance with these Terms of Use.

You are solely responsible for all content that you post, communicate, edit or otherwise transmit via, or to, the website, including the submission of, or links to, text, photographs, graphics, video, audio, messages, ratings, forum postings, comments or other materials. You acknowledge that we shall have the right at any time to post, modify or remove from the site any user content, including yours, which in our sole opinion is inconsistent with the **Accepted standards of behavior** below or violates any applicable law.

You acknowledge that we shall not be liable for any damages of any sort caused by user content provided by you or any other users.

You understand that by using the site, you may be exposed to content that may include technical, typographical, scientific or photographic errors or that may be offensive, indecent or objectionable. If you find any inaccurate, out-of-date or incomplete information or content on this website, or if you suspect that any content posted on this site is an infringement of another's intellectual property rights or is otherwise unlawful, please let us know immediately by contacting [info@SPARKforAutism.org](mailto:info@SPARKforAutism.org). We will take reasonable measures to review and investigate all inquiries, and we reserve the right to take any action (or to refrain from action) as we deem appropriate under the circumstances.

### Not medical advice

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## **Acknowledgment of user rights**

The Web allows people throughout the world to share valuable information, ideas and creative works. To ensure continued open access to such materials, we all need to protect the rights of those who share their creations with us.

You own the original content created or stored by you. Any such use of your content by us will be done in a limited manner, consistent with our [Privacy Policy](#), and as described elsewhere in these Terms of Use. Any user content that you voluntarily post in a community discussion forum will be accessible by participants in the forum.

Please do not upload, post or submit material to this website for which you do not own the rights or have the permission of the rights holder.

## **Accepted standards of behavior**

We encourage you to use the website and to fully participate in community discussion forums, but to do so responsibly. In doing so you agree to abide by the following rules:

- not to make any personal attack on any person, group of people, firm or company;
- not to submit, or create any link to, any defamatory, obscene or profane (even if disguised with asterisk or other typography), indecent, lewd, pornographic, violent, abusive, offensive, insulting, threatening, menacing, unlawful or blasphemous material;
- not to submit, or create any link to, any material that is an invasion of privacy, a breach of any data protection principle or legislation, a malicious falsehood or seditious libel, a contempt of court, or that is likely to incite or is capable of inciting violence, racial hatred, sadism or cruelty or that encourages any unlawful or illegal act or omission;
- not to submit, or create any link to, any material that is intentionally false or that is misleading, or that causes annoyance, inconvenience or needless anxiety, or that is potentially damaging or harmful;
- not to impersonate anyone else, whether a public figure, a member of our staff, a forum moderator, administrator or host, or other visitor of this site;
- not to state or represent falsely that you are connected to, or affiliated with, any individual or entity;
- not to promote or advertise, or engage in any other form of marketing, including (without limitation) chain letters or pyramid selling, even if you are acting on behalf of a non-profit organization or a charity;
- not to upload or post any form of spam, multiple submissions to forums or comments which are identical or other forms of promotion for other sites;
- not knowingly to violate any law or regulation while using our website;
- not to use our website to collect personal data about other individuals;
- not to submit, or create a link to, any file that contains any virus, corrupted data, Trojan horse or anything else that might damage, destroy or render inaccessible any data or files on any computer;
- not to use the website as a forwarding service to another website;
- not to "stalk" or otherwise harass another person; and
- not try to circumvent the security features of this website, or tamper with, hack into, or in any other way disrupt or disable any computer system, server, website, router or other device used to host this website or make it available.

We reserve the right to monitor user content, to investigate and/or take appropriate action against users who violate these Accepted standards of behavior or any other provision of these Terms of Use.

## **Revisions and errata; non-reliance; and waiver of liability**

The materials appearing on the SPARK Web portal may include technical, typographical, scientific or photographic errors. We do not warrant that any of the materials on our website are accurate, complete or current, or that the site will operate error-free or without interruption. We shall not be liable to you or any third party for any loss or damage of any kind arising from your use of this site, or your dissemination of or reliance on any content contained on this site, and you hereby waive any claim against us and our employees, officers, directors and agents regarding your use of, dissemination of or reliance on this site.

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Our staff has not reviewed all of the sites linked to this website. The inclusion of any link on our site does not imply endorsement by the Simons Foundation of the linked site. Use of any such linked website is at the user's own risk, and we recommend that you review the terms of use and privacy policies of those sites, as they may differ from those of this site.

Any opinion, advice, statement, service, offer, or information or content provided or made by any third party on this website, or on any website to which this website is linked, is that of the author or provider, and not of the Simons Foundation.

You should direct any concern about any other website to that site's website administrator or webmaster.

## **Governing law and jurisdiction**

This Agreement shall be governed by and construed in accordance with the substantive laws of New York, without any reference to conflict-of-laws principles. Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with these Terms of Use is hereby irrevocably submitted to the exclusive jurisdiction of the courts of New York, to the exclusion of any other courts without giving effect to its conflict of laws provisions or your actual state or country of residence.

If any of these Terms of Use is (for any reason) held to be unenforceable, illegal or in some other way invalid, the unenforceable, illegal or invalid provision will not affect the remainder of these Terms of Use; and they will continue in full force and effect.

#### Disclaimers and limitation of Liability

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