

HIPAA CONSENT AGREEMENT

TeraWe Connect, LLC ("TeraWe") values the importance of protecting the dignity and rights of the children and families with whom we work. All personally identifiable information about children and their families is considered to be confidential information. TeraWe is required by law to not disclose to any unauthorized persons and/or entities any confidential information obtained in the course of our clients' work with children.

Videos, instruction and patient information are encrypted, confidential, and restricted only to parties of which consent is given. Patient health records will only be disclosed between organizations with consent granted from the guardians, and consent may be removed at any time by that guardian. All consent approvals and modifications are digitally recorded for audit purposes.

Private information will only be used for in-session and home therapy purposes between authorized persons and/or entities. Personal information will not be shared with external parties, used for marketing, or downloaded to external storage. Consent is restricted to active and inactive registered accounts. Content will stored in its entirety for active accounts and removed for inactive accounts. Only authorized persons and/or entities, will be allowed to ask for consent from guardians. Guardian information will not be shared externally and communication associated with intake processes will be limited to raising awareness of platform benefits.

By accepting this agreement, I give consent to TeraWe on this date, and the inviting organization, consent to record, store and view therapy instructional videos created by staff and parents. In addition, I acknowledge that I am over the age of 18 and the responsible guardian for the patient record.

TeraWe Connect is compliant with the legal and regulatory requirements meant to protect personally identifiable health information as described in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

TERMS AND CONDITIONS

Welcome to TeraWe Connect. These terms and conditions outline the rules and regulations for the use of TeraWe Connect's platform. TeraWe Connect is located at: 4521 Fairmount , Kansas CityMO - 64111, United States

By accessing this application we assume you accept these terms and conditions in full. Do not continue to use TeraWe Connect's application if you do not accept all of the terms and conditions stated on this page. The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing law of United States. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Account

You may need to register for an Account to access some or all of our Services. You will be required to create a password, and provide your name, email address, and phone number when you create an Account. If you register for an Account, you must provide accurate Account information and promptly update this information if it changes. You also must maintain the security of your Account and promptly notify us if you discover or suspect that someone has accessed your Account without your permission. If you permit others to use your Account credentials, you are responsible for the activities of such users that occur in connection with your Account. If your organization has password requirements, it is your responsibility to follow those requirements, not TheraWe to enforce them.

Research

In accordance with the Privacy Act of 1974, Personally Identifiable Information (PII) that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, will not be shared. Non-PII data will be used by external parties for research and analysis to further the scientific advancement intellectual and developmental disability treatment.

Cookies

TheraWe employs the use of cookies. By using TheraWe Connect's platform, you consent to the use of cookies in accordance with TheraWe's privacy policy. Most of the modern day interactive web sites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate /advertising partners may also use cookies.

License

Unless otherwise stated, TheraWe Connect and/or it's licensors own the intellectual property rights for all material on TheraWe Connect. All intellectual property rights are reserved. The Services and their entire contents, as well as functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by TheraWe, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property laws. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Services except as permitted through the Services according to these Terms.

You must not: Republish material from <http://www.theraweconnect.com>

Sell, rent or sub-license material from <http://www.theraweconnect.com>

Redistribute content from TheraWe Connect (unless content is specifically made for redistribution).

By agreeing, you consent that you will not recreate processes, designs or practices used by TheraWe for commercial use. If this agreement is violated you consent to arbitration for prospective financial losses.

Disclaimer

To the maximum extent permitted by applicable law, TheraWe excludes all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

limit or exclude our or your liability for death or personal injury resulting from negligence;

limit or exclude our or your liability for fraud or fraudulent misrepresentation;

limit any of our or your liabilities in any way that is not permitted under applicable law; or

exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation

to the subject matter of this disclaimer, including liabilities arising in contract, tort (including negligence) and for breach of statutory duty.

To the extent that the platform and the information and services on the platform are provided free of charge or subscription, we will not be liable for any loss or damage of any nature. Furthermore, organizational entity users are not liable for content created and shared with guardians.

DO NOT USE THE SERVICES TO COMMUNICATE INFORMATION ABOUT MEDICAL EMERGENCIES. IF YOU THINK YOU MAY HAVE AN EMERGENCY, IMMEDIATELY CALL YOUR DOCTOR OR 911.

Description of Services, Your Authority and Your Agreement to Terms

In order to store and share information in our Services, you will need to establish an account. By accepting these Terms and using the services, you agree to these terms. In addition, by accepting these Terms and using the services, if you are registering on behalf of another person, you also represent and warrant that you have the legal right to agree to these terms on behalf of the person whose information will be stored and shared through your account, and to share that person's information with TheraWe Connect, LLC and anyone to whom you give access to your account. (Generally, this requires that you be the parent or legal guardian of a minor, or that you hold a court-ordered conservatorship or adult guardianship, or a power of attorney, if the person with special needs is an adult.) If you do not have the authority to terms on behalf of the person whose information will be stored in your account, or if you do not agree to all the terms and conditions of these terms, you may not create an account or use the services.

TheraWe Connect, LLC is not a personal health record or medical record, and should not be used as a primary source of or repository of information for the provision of health care or other services. Health care providers, patients and others using TheraWe Connect, LLC should verify material information with the original source.

Patient users will have the opportunity during registration to provide the email address of the healthcare providers and other persons to whom they wish to register for the Services and secure access to the patient's information. TheraWe Connect, LLC accepts no responsibility for the completeness or accuracy of information stored in the Services, or for the consequences of its use. We may change the way our Services work from time to time without notice to you, and we may discontinue the Services at any time upon notice to you.

User Account; Account Security

You may need to register for an Account to access some or all of our Services. You will be required to create a password, and provide your name, email address, and phone number when you create an Account. If you register for an Account, you must provide accurate Account information and promptly update this information if it changes. You also must maintain the security of your Account and promptly notify us if you discover or suspect that someone has accessed your Account without your permission. If you permit others to use your Account credentials, you are responsible for the activities of such users that occur in connection with your Account.

Prohibited Uses; Website Links

You agree that you will not, and will not attempt to: (a) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (b) use the Services to violate any applicable law; (c) reverse engineer, disassemble, decompile, or translate any software or other components of the Services; or (d) distribute viruses or other harmful computer code through the Services. In addition, you agree to refrain from abusive language and behavior which could be regarded as inappropriate, or conduct that is unlawful or illegal.

We will not be liable for any information, software, or links found at any other website, internet location, or source of information, nor for your use of them, nor for the acts or omissions of any such websites or their respective operators.

Ownership

The Services and their entire contents (including any information that you upload, store and share (“**User Content**”)), features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by TheraWe Connect, LLC, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property laws.

In good faith, child guardians can request for all of their content to be extracted and transferred to them externally, as well as removed from TheraWe. In good faith, Organizations can request for all of their content to be extracted and transferred to them externally, as well as removed from TheraWe storage (after giving guardians a good faith opportunity to obtain a copy of their information).

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Services except as permitted through the Services according to these Terms.

Certain of the names, logos, and other materials displayed on the Services may constitute trademarks, trade names, service marks or logos (“**Marks**”) of TheraWe Connect, LLC or other entities. You are not authorized to use any such Marks without the express written permission of TheraWe Connect, LLC. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

You hereby agree that any user feedback that you provide to TheraWe Connect, LLC shall be property of TheraWe Connect, LLC, and you agree that we have an unrestricted right to use it, and you are not entitled to receive any compensation. If you supply or transmit any User Content via the Services, you represent and warrant to us that you have the legal right necessary to grant us the ownership rights described above, and that such material will not violate any law or the rights of any person or entity (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity).

Any User Content posted publicly or sent privately is the sole responsibility of the person that submitted it. Although TheraWe Connect, LLC reserves the right to review or remove all User Content on the Services, we do not necessarily review all of it. As such, we do not take responsibility for any User Content provided through the Services.

Access and Communication Preferences

You understand that by checking the “agree” box for these Terms, you are agreeing to these Terms and that such action constitutes a legal signature. You agree that we may send to you any privacy or other notices, disclosures, or communications regarding the Services, including related operational and promotional information (collectively, “**Communications**”) through electronic means including but not limited to: (1) by e-mail, using the address that you provided to us during registration, (2) short messaging service (“**SMS**”) text message to the mobile number you provided us during registration, (3) push notifications on your mobile device, or (4) by posting the Communications on the Services. You can withdraw your consent to receive Communications by deactivating your Account. You can opt-out of future Communications through SMS text message by replying “STOP” to the text or sending an email to support@TheraWeConnect.com.

If you access and use the Services on your smartphone, tablet or other mobile device, you must have wireless service through WiFi or a participating wireless service provider and a compatible mobile device. You are responsible for all charges (including data and messaging charges) related to your use of the Services through your device. We do not guarantee that the Services are compatible with any particular operating system, browser, mobile device or other software or equipment.

Changes to and Copies of the Terms

We reserve the right to change the terms of these Terms by posting the revised terms on our website, and/or emailing you a notice of the change at the email address in your TheraWe Connect, LLC profile. Your continued use of our Services after we send you notice of a change or post the change on our web site to the Terms constitutes your acceptance of them. If you do not agree to any of the changes to these Terms, you are required stop using our Services. Please download or print a copy of these Terms by pressing the Print button at the bottom of the page. By signing below you acknowledge that you have received a copy of these terms.

Disclaimer of Warranties

You agree that use of the Services is at your sole risk. The Services are provided on an “as is” and “as available” basis. TheraWe Connect, LLC expressly disclaims all warranties of any kind, whether oral or written, express or implied, including, but not limited to any warranties of merchantability, fitness for a particular purpose, non-infringement, value or accuracy of data. Without limiting the generality of the foregoing, TheraWe Connect, LLC does not warrant that the Services will be uninterrupted or error free; or that any defect or other error will be corrected; or that the Services will be free of viruses or other harmful code.

Limitation of Liability

You understand that to the fullest extent permitted by law, in no event will TheraWe Connect, LLC or its affiliates, officers, directors, employees, agents or licensors, or any of its contractors or vendors, be liable for any indirect, incidental, consequential, exemplary or other special categories of damages, including, but not limited to, damages for loss of revenues, profits, goodwill, use or data, arising out of or related to your use of the Services, regardless of whether such damages are based on contract, tort (including negligence and strict liability), warranty, statute or otherwise. To the fullest extent permitted by applicable law, TheraWe Connect, LLC’s aggregate liability to you arising out of or relating to these terms or your access or use of the Services shall be limited to the amounts paid by you through the Services in the three (3) months prior to the events giving rise to any claim, or, if no such payments have been made by you, fifty U.S. dollars (\$50). To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of

such warranty and the extent of our liability will be the minimum permitted under such applicable law. YOU WARRANT THAT YOU ARE AUTHORIZED TO AGREE TO THIS LIMITATION ON BEHALF OF THE PERSON WHOSE INFORMATION YOU STORE IN OUR SYSTEM.

ARBITRATION OF DISPUTES

ANY CLAIM OR DISPUTE BETWEEN YOU AND THERAWE CONNECT, LLC IN ANY WAY RELATED TO OR CONCERNING THESE TERMS, OR THE PROVISION OF SERVICES TO YOU, INCLUDING ANY BILLING DISPUTES (CLAIM), SHALL BE SUBMITTED TO FINAL, BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN THE COUNTY IN WHICH YOUR BILLING ADDRESS IS LOCATED. THESE TERMS TO ARBITRATE ALSO REQUIRES YOU TO ARBITRATE CLAIMS AGAINST OTHER PARTIES RELATING TO SERVICES OR PRODUCTS PROVIDED OR BILLED TO YOU IF YOU ALSO ASSERT CLAIMS AGAINST US IN THE SAME PROCEEDING. YOU AND WE ACKNOWLEDGE THAT THE TERMS AFFECTS INTERSTATE COMMERCE AND THAT THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW APPLY TO ARBITRATIONS UNDER THE TERMS. BEFORE INSTITUTING ARBITRATION, YOU AGREE TO PROVIDE US WITH AN OPPORTUNITY TO RESOLVE YOUR CLAIM BY SENDING A WRITTEN DESCRIPTION OF YOUR CLAIM TO US AT: THERAWE CONNECT, LLC, LLC, 4521 Fairmount, 64111 AND NEGOTIATING WITH US IN GOOD FAITH REGARDING YOUR CLAIM. IF WE ARE NOT ABLE TO RESOLVE YOUR CLAIM WITHIN 30 DAYS OF RECEIPT OF YOUR NOTICE, THEN YOU OR WE, INSTEAD OF SUING IN COURT, MAY INITIATE ARBITRATION PROCEEDINGS WITH THE AAA. ARBITRATION WILL BE CONDUCTED UNDER THE AAA’S CONSUMER ARBITRATION RULES, WHICH ARE AVAILABLE BY CALLING THE AAA AT 800-778-7879 OR VISITING ITS WEB SITE AT WWW.ADR.ORG. THE AAA HAS A FEE SCHEDULE FOR ARBITRATIONS. YOU WILL PAY YOUR SHARE OF THE ARBITRATOR’S FEES AND ADMINISTRATIVE EXPENSES (“FEES AND EXPENSES”) EXCEPT THAT:

(A) FOR CLAIMS LESS THAN \$25, WE WILL PAY ALL FEES AND EXPENSES; AND

(B) FOR CLAIMS BETWEEN \$25 AND \$1,000, YOU WILL PAY ONLY \$25 IN FEES AND EXPENSES, OR ANY LESSER AMOUNT AS PROVIDED UNDER AAA’S CONSUMER ARBITRATION RULES. YOU AND WE AGREE TO PAY OUR OWN OTHER FEES, COSTS, AND EXPENSES, INCLUDING THOSE FOR ANY ATTORNEYS, EXPERTS, AND WITNESSES. AN ARBITRATOR MAY ONLY AWARD AS MUCH AND THE TYPE OF RELIEF AS A COURT WITH JURISDICTION IN THE PLACE OF ARBITRATION THAT IS CONSISTENT WITH LAW AND THESE TERMS. AN ARBITRATOR MAY ISSUE INJUNCTIVE OR DECLARATORY RELIEF BUT ONLY APPLYING TO YOU AND US AND NOT TO ANY OTHER CUSTOMER OR THIRD PARTY.

AS A LIMITED EXCEPTION TO THESE TERMS TO ARBITRATE, YOU AND WE AGREE THAT:

(A) YOU MAY MAKE CLAIMS TO SMALL CLAIMS COURT, IF YOUR CLAIMS QUALIFY FOR HEARING BY SUCH COURT; AND

(B) IF YOU FAIL TO TIMELY PAY AMOUNTS DUE, WE MAY ASSIGN YOUR ACCOUNT FOR COLLECTION, AND THE COLLECTION AGENCY MAY PURSUE IN COURT CLAIMS LIMITED STRICTLY TO THE COLLECTION OF THE PAST DUE DEBT AND ANY INTEREST OR COST OF COLLECTION TERMS. AS PERMITTED BY LAW, OR WHETHER CLASS ACTION IN COURT, WAIVER SMALL CLAIMS COURT, OR ARBITRATION, YOU AND WE MAY ONLY BRING CLAIMS AGAINST EACH OTHER IN AN INDIVIDUAL CAPACITY AND NOT AS

A CLASS REPRESENTATIVE OR A CLASS MEMBER IN A CLASS OR REPRESENTATIVE ACTION.

Waiver of Right to Pursue Class Action Claims; No Jury Trial; Limited Time for Bringing Claims

You agree to only resolve disputes with us on an individual basis, and waive any right to pursue any claims on a class or consolidated basis or in a representative capacity. You agree that you may bring claims against us only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. YOU WARRANT THAT YOU ARE AUTHORIZED TO AGREE TO THIS LIMITATION ON BEHALF OF THE PERSON WHOSE INFORMATION YOU STORE IN OUR SYSTEM.

IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND YOU WAIVE OUR RIGHTS TO A JURY TRIAL, AND AGREE THAT ANY CLAIM ARISING OUT OF OR CONNECTED WITH YOUR USE OF THE THERAWE CONNECT, LLC SERVICES TO WHICH THE ARBITRATION PROVISIONS OF THESE TERMS ARE FOR ANY REASON HELD NOT TO APPLY, WILL BE DETERMINED BY A JUDGE OF THE APPROPRIATE COURT.

Both you and we agree that no suit, arbitration or other legal proceeding connected with these Terms or your use of the TheraWe Connect, LLC Services may be brought more than one year after the incident giving rise to the claim has occurred.

Claims by Others

If anyone other than the person signing these Terms brings a claim against TheraWe Connect, LLC or its affiliates for damages, loss or injury to the claimant in any way connected with your use of the TheraWe Connect, LLC Services, including bodily injury, economic loss or death suffered by the claimant, you agree that you will indemnify, defend and hold TheraWe Connect, LLC and its affiliates harmless from all liability in connection with the claim, and you will pay to us any amount a court or arbitrator orders us to pay or we reasonably agree to pay by way of settlement, plus the amount of our reasonable attorneys' fees and costs in defending and settling the claim.

Subcontractors

You acknowledge and agree that we may use subcontractors to provide Services to you. While we attempt to select our subcontractors with reasonable care, we are not liable for any action or inaction on their part. **You acknowledge and agree that the provisions of these Terms limiting our liability inure to the benefit of and are applicable to any third party contractor engaged by us to provide Services to you.**

Apple Device Additional Terms

If you access the Services via the mobile application by running it on a mobile device or tablet branded by Apple, Inc. (“**Apple**”) and running Apple’s iOS (an “**Apple Device**”), the Apple Device Additional Terms found [here](#) are hereby incorporated into and made part of these Terms.

International Users

Use of the Services is intended solely for residents of the United States. The Services may contain content, services, or information otherwise not accessible or valid in your country. Access to the Services from outside the United States is at your own risk, and TheraWe Connect, LLC does not take responsibility for your use of the Services. Any offer for any product or service made on the Services is void where prohibited by law.

Notices

All notices required or permitted to be given under these Terms must be in writing and will be deemed given: (i) upon actual delivery, if made by personal service; (ii) if transmitted by electronic mail to TheraWe Connect, LLC to you at the electronic mail address in your TheraWe Connect, LLC profile, as long as, in either case, the party giving notice does not receive a notice that the electronic mail was not delivered; (iii) three (3) days after mailing, if mailed by U.S. certified or registered mail, first class postage prepaid; and (iv) one (1) business day after delivery to the courier or overnight delivery service, if made by courier or overnight delivery service. All notices will be addressed to such address as the party who is to receive the notice so designates by written notice to the other.

Miscellaneous

These Terms and your use of the Services shall be governed by the laws of the State of Missouri, without giving effect to the principles of conflict of laws. The parties agree to the exclusive personal and subject matter jurisdiction and venue of the courts located in Missouri, for any action related to these Terms.

These Terms (together with our Privacy Policy) is the entire Terms between us and you relating to your use of the TheraWe Connect, LLC Services, and supersedes all prior or contemporaneous quotations, Terms, communications or understandings, whether written or oral, relating to its subject matter of these Terms. THESE TERMS CANNOT BE AMENDED BY ORAL STATEMENTS MADE BY OUR SALES REPRESENTATIVES, OR BY ANY EXPLANATORY OR PROMOTIONAL MATERIAL THAT WE PROVIDE. No waiver by TheraWe Connect, LLC of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of TheraWe Connect, LLC to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

We may assign these Terms without restriction and without notice to you. You may not assign these Terms or your TheraWe Connect, LLC Services, or any order accepted by TheraWe Connect, LLC under these Terms of Service to anyone else, in whole or in part, by operation of

Please review and endorse to acknowledge that you've read and accept the terms for sharing this profile.