

**IMPORTANT LEGAL INFORMATION: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE. THESE TERMS AND CONDITIONS APPLY TO ALL VISITORS TO OR USERS OF [WWW.MOOREAUDITORYTRAINING.COM](http://WWW.MOOREAUDITORYTRAINING.COM). YOUR USE OF THIS WEBSITE CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THIS WEBSITE.**

## **TERMS AND CONDITIONS OF USE**

### **I. OVERVIEW**

Welcome to the website of Moore Auditory Integrated Training, LLC, a United States, Florida limited liability company (hereafter "**MAIT**," "we," "us" or "our"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the "**Agreement**"), govern your access to and use of <https://www.mooreauditorytraining.com> (the "**Site**"), including all information, tools, content, software and functionality available from the Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated herein. Accordingly, by using this Site, you signify your agreement to these terms and conditions and understand that this Agreement creates a valid and legally binding contract between you and MAIT. MAIT may revise and update this Agreement at any time and your continued usage of this Site shall constitute your acceptance of those changes.

### **II. THE SITE DOES NOT PROVIDE MEDICAL ADVICE, DIAGNOSIS OR TREATMENT**

The contents of this Site including text, graphics, user interfaces, user questionnaires, assessment tools, downloadable forms, reports, images, videos, audio clips, editorial content, scripts and other information developed by MAIT or obtained from MAIT's licensors, and other material contained on this Site ("**Content**") are strictly for informational purposes only. Our mission is help you to gather and organize assessment related information to then be provided to and evaluated by medical professionals licensed in your jurisdiction; accordingly, the Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or another qualified healthcare provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on this Site. **If you think you or your child may have a medical emergency, call your doctor or 911 immediately.** MAIT does not recommend or endorse any specific tests, physicians, therapists, medications, products, procedures, opinions, or other information mentioned on this Site. Reliance on any information provided by MAIT, MAIT employees, others appearing on the Site at the invitation of MAIT, or other visitors to the Site is solely

at your own risk.

### **III. CHILDREN'S PRIVACY**

We are committed to protecting the privacy of children. The Site is offered and available to users who are eighteen (18) years of age or older. You should be aware that this Site is not intended or designed to attract children under the age of thirteen (13). We do not collect personally identifiable information from any person we actually know is a child under the age of thirteen (13). If a parent or guardian of a child under thirteen (13) years of age discovers that the child's personal information has been submitted to us through the Site, we shall use commercially reasonable efforts to remove such information from our records promptly should we discover that we have collected such information without verification of parental consent, or at the request of the parent or guardian. A parent or guardian must request the removal of personal information of the child under thirteen (13) years of age, by contacting us at [auditoryvisualprotocols@outlook.com](mailto:auditoryvisualprotocols@outlook.com) and providing all information requested by us to assist us in identifying the information to be removed.

### **IV. INTRODUCTION TO OUR SERVICES**

This Agreement governs your use of MAIT's Auditory-Visual Questionnaire services ("**Services**"), through which you can purchase Moore Auditory-Visual Questionnaire ("**MAVQ**") Initial Reports. Free educational videos and documents are available at [MooreAuditoryTraining.com](http://MooreAuditoryTraining.com). The intent of MAIT's MAVQ is strictly educational and informative, designed to:

- Help you communicate your concerns to professionals;
- Provide you with reports consisting of concern statements with your supporting behavioral characteristics;
- Provide you with national search engine links to help you find a professional in your area of concern;
- Provide you with educational resources; and
- Provide you with opportunities to volunteer to assist with a retrospective study as approved.

MAIT's Services are available for your use in your state of residence in the United States of America. To use our Services, you will need compatible hardware, software, and internet access (note that fees may apply). Our Services' performance may be affected by these factors.

### **V. USE OF CONTENT; AND COPYRIGHT**

MAIT authorizes you to utilize the Site and to obtain MAVQ forms and reports solely for your personal, non-commercial use provided you do not remove or alter the copyright notice located on the materials you access or utilize, for example: "© Moore Auditory Integrated Training, LLC - All rights reserved" and other copyright and proprietary rights notices that are contained in the Content. Any special rules for the use of certain software, downloadable forms, videos and other items accessible on the Site may be included elsewhere within the Site and are incorporated into this Agreement by reference. **The Content and the MAIT software are protected by copyright and other intellectual property rights under both United States and foreign laws.** Title to the Content and MAIT software remains with MAIT or its licensors. Any use of the Content or the MAIT software not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark and other intellectual property laws. Content and MAIT software features are subject to change or terminate without notice in the sole discretion of MAIT. All rights not expressly granted herein are reserved to MAIT and its licensors. If you violate this Agreement, your permission to use the Content and the MAIT software shall automatically terminate and you shall immediately destroy any copies you have made of any portion of any Content or the MAIT software.

## **VI. SERVICES; AND CONTENT USAGE RULES**

Your use of the Services and Content must follow the rules set forth in this section ("**Usage Rules**"). Any violation of the Usage Rules is a material breach of this Agreement. MAIT may monitor your use of Services and Content to ensure that you are following these Usage Rules. Accordingly, with respect to your use of the Services and Content on the Site:

- You may use the Services and Content only for personal, non-commercial purposes;
- When you are satisfied with your MAVQ answers, including your "Unsure" answers, it is your responsibility to click on the "Finish, Get Initial Report" button. When you request the Initial Report you are confirming that you agree and understand that: (i) any "Unsure" answers will remain; (ii) you can no longer go back and change your "Unsure" answers; and (iii) "Unsure" answers reduce accuracy of the Initial Report.
- It is your responsibility not to lose, destroy, or damage Content once downloaded and/or purchased. MAVQ Content, such as the questionnaire, is automatically saved while completing the MAVQ by clicking the "Next" button, but we cannot promise to be able to reproduce what you have previously downloaded;
- It is your responsibility to save and print MAVQ result reports;
- It is your responsibility to store your access code and registration username and password in a secure location; any inadvertent access to your records by third

parties due to their access to your username and password is not the responsibility of MAIT;

- It is your responsibility to protect reports displayed on your device;
- You may not tamper with or circumvent any security technology included with the Services;
- You may access our Services only using your registered username and password; and
- You may not modify, reverse engineer or use modified versions of software; MAVQ software and all the Content is copyright protected.

The Initial Report shares categories of concern and supporting behavioral characteristics. There may still be visual processing concerns when there are no auditory processing dysfunctions or deficits and no vestibular weaknesses. It is your responsibility to complete visual processing activities. You can decide to schedule a comprehensive visual exam with a developmental or neuro-optometrist without completing the visual processing activities. MAIT has provided the document "Introducing Visual Processing Concerns" to help you learn how to use a national search engine link embedded in the document to find a doctor near you.

## **VII. PAYMENTS AND PURCHASING OF REPORTS**

You can acquire access to Services for a fee, which is referred to as a "**Transaction.**" Each Transaction is an electronic contract between you and Moore Auditory Integration Training. Before you make your first Transaction, you are required to create a username and choose a password to create an account. You will then choose an age-appropriate MAVQ, submit payment of the required fee and complete a client profile before accessing the MAVQ. Upon completion of the MAVQ and request for an Initial Report, that Transaction will be considered complete. You will have access to your MAVQ report through your username and password. It is your responsibility to print and save the MAVQ report on your device. Manage your password settings at any time by using the "Contact Us" link located on every page of the Site, which will require the use of your email address. MAIT will charge your payment method (credit card; Paypal account, etc.) for any paid Transactions. If we are unable to charge your payment method for any reason, you will not be able to access the MAVQ. All Transactions are final. Content prices may change at any time. If technical problems delay the delivery of the MAVQ report, it is your responsibility to report the problem at [auditoryvisualprotocols@outlook.com](mailto:auditoryvisualprotocols@outlook.com). When you are satisfied with your answers, including any "Unsure" answers, click on "Finish, Get Initial Report." It is your responsibility to print and save all reports on your device. The full MAVQ report will include a link to download a visual processing activity document. The activities do not replace a formal evaluation by a professional, including but not limited to a neuro-optometrist or a developmental optometrist. The purpose of the activities is to help you better understand visual

processing skills and their effects on learning and motor planning.

## **VIII. PASSWORDS**

MAIT has several tools that allow you to record and store information. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your MAIT passwords or accounts. It is your sole responsibility to:

- A. Control the dissemination and use of your sign-in name, screen name and passwords;
- B. Authorize, monitor, and control access to and use of your MAIT account and password; and
- C. Promptly inform MAIT if you believe your account or password has been compromised or if there is any other reason you need to deactivate a password. To send us an email with respect to your password (including re-setting it), use the "Contact Us" link located on every page of the Site.

You grant MAIT and all other persons or entities involved in the operation of the Site the right to transmit, monitor, retrieve, store and use your information in connection with the operation of the Site. MAIT cannot, and does not, assume any responsibility or liability for any information you submit, or your or third-parties' use or misuse of information transmitted or received using MAIT tools and Services.

## **IX. PRIVACY**

The personal information you submit to MAIT and access to associated reports as a result of your use of the Site is governed by the MAIT [Privacy Policy](#). To the extent there is an inconsistency between this Agreement and the MAIT Privacy Policy, this Agreement shall govern. Each individual's user profile is encrypted. The MAVQ results are not encrypted as there is no name or specific identifying information within the MAVQ. You must use your username and password to access the MAVQ and the MAVQ Initial Report. It is your responsibility to protect reports displayed and saved on your device(s) and to protect your password. MAIT does not have access to your user profile or MAVQ results.

## **X. MAIT USER ID; ACCESS BY MULTIPLE PEOPLE TO SAME ACCOUNT**

Using our Services and accessing your Content requires a MAIT User ID and an email account for the purposes of re-setting your password if necessary. A MAIT User ID may be used to purchase an unlimited number of MAVQs, for each respective user profile associated therewith.

## **XI. LIMITATION OF LIABILITY OF MAIT AND ITS LICENSORS**

**The use of this Site and the Content is at your own risk.** When using this Site, information will be transmitted over a medium to a location that may be beyond the control and jurisdiction of MAIT and its suppliers. Accordingly, MAIT assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with the use of this Site. The Site and the Content are provided on an "AS IS" basis. MAIT, ITS OWNERS, ITS EMPLOYEES, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. Without limiting the foregoing, MAIT, its owners, its employees, its licensors, and its suppliers make no representations or warranties about the following:

- The accuracy, usefulness, reliability, completeness, current-ness or timeliness of the Services, Content, MAIT software, links or Communications provided on or through the use of the Site; or
- The satisfaction of any government regulations or applicable laws requiring disclosure of information on over the counter products or the approval or compliance of any MAIT software tools with regard to the Content contained on the Site.

In no event shall MAIT, its affiliates nor its or their respective owners, employees, licensors, suppliers or any third-parties mentioned on the Site be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the Site or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not MAIT, its affiliates nor its or their respective owners, employees, licensors, suppliers, or any third-parties mentioned on the Site are advised of the possibility of such damages. MAIT, its affiliates nor its or their respective owners, employees, licensors, suppliers, or any third parties mentioned on the Site shall be liable only to the extent of actual damages incurred by you, not to exceed one hundred (\$100.00) U.S. Dollars. None of MAIT, its affiliates, nor its or their respective owners, employees, licensors, suppliers, or any third-parties mentioned on the Site shall be liable for any personal injury, including death, caused by your use or misuse of the Site, Content, or Public Areas (as defined below). Any claims arising in connection with your use of the Site, any Content or the Public Areas must be brought within one (1) year of the date of the event giving rise to such claim. Remedies under this Agreement are exclusive and are limited to those expressly provided for in this Agreement.

## **XII. USER SUBMISSIONS**

The Site contains functionality (including but not limited to blogs, message boards and reviews ) that allows users to upload content to the Site (collectively "**Public Areas**") and users may also upload Content via our official brand presence on social media platforms and branded hashtags (including, without limitation Facebook, Twitter, Google Plus, YouTube, Instagram, and Pinterest, collectively "**Social Media Platforms**"). You agree that you will not upload or transmit any communications or content of any type to the Public Areas or Social Media Platforms that infringe or violate any rights of any party. By submitting communications or Content to the Public Areas or Social Media Platforms, you agree that such submission is non-confidential for all purposes. It is important to note that MAIT is not responsible for the operation, terms of use or policies of any Social Media Platform. Before using any Social Media Platform you should review its terms of use and policies, including its privacy policy. If you make any such submission you agree that you will not send or transmit to MAIT by email, (including through the email addresses listed on the "Contact Us" page) any communication or content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to MAIT by email, you agree such submission is non-confidential for all purposes.

If you make any submission to a Public Area or a Social Media Platform or if you submit any business information, product or service idea, concept or invention (collectively a "**Communications**") to MAIT by email, you automatically grant and warrant that the owner of your Communications or any other intellectual property you submit has expressly granted MAIT a royalty-free, perpetual, irrevocable, worldwide non-exclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the Communication or the content thereof in any media or medium, or any form, format or forum now known or hereafter developed. MAIT may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any Communications private or proprietary, do not submit them to the Public Areas or Social Media Platforms or to MAIT by email. MAIT tries to answer every email promptly but it is not always able to do so.

## **XIII. PUBLIC AREAS AND SOCIAL MEDIA PLATFORMS**

If you use a Public Area or post on any Social Media Platform, you are solely responsible for your own Communications, the consequences of posting those Communications, and your reliance on any Communications found in the Public Areas or on the Social Media Platforms. MAIT and its licensors are not responsible for the consequences of any Communications in the Public Areas or on Social Media Platforms. In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately. **If you think**

**you or your child may have a medical emergency, call your doctor or 911 immediately.** In consideration of being allowed to use the Public Areas and Social Media Platforms, you agree that the following actions shall constitute a material breach of this Agreement:

- Using a Public Area or Social Media Platform for any purpose in violation of local, state, national or international laws;
- Posting material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;
- Posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person or entity as determined by MAIT in its sole discretion;
- Posting advertisements or solicitations of business;
- After receiving a warning, continuing to disrupt the normal flow of dialogue, or posting Communications that are not related to the topic being discussed (unless it is clear the discussion is free-form);
- Posting chain letters or pyramid schemes;
- Impersonating another person;
- Distributing viruses or other harmful computer codes;
- Harvesting, scraping or otherwise collecting information about others, including email addresses, without their identification for posting or viewing comments;
- Allowing any other person or entity to use your identification for posting or viewing comments;
- Posting the same note more than once or "spamming;" or
- Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Public Area, Social Media Platform or the Site, or which, in the judgment of MAIT, exposes MAIT or any of its customers or suppliers to any liability or detriment of any type.

MAIT RESERVES THE RIGHT (BUT IS NOT OBLIGATED) TO DO ANY OR ALL OF THE FOLLOWING:

- Record the dialogue in public chat rooms, Public Areas or on a Social Media Platform;
- Investigate an allegation that a Communication(s) do(es) not conform to the terms of this Agreement and determine in its sole discretion to remove or

request the removal of the Communication(s);

- Remove communications which are abusive, illegal, or disruptive, or that otherwise fail to conform with this Agreement;
- Terminate a user's access to any or all Public Areas and/or the Site upon any breach of this Agreement;
- Monitor, edit or disclose any Communication in the Public Areas or on a Social Media Platform; or
- Edit or delete any Communication(s) posted on the Site, regardless of whether such Communication(s) violate these standards.

MAIT or its licensors have no liability or responsibility to users of the Site or any other person or entity for performance or non-performance of the aforementioned activities.

#### **XIV. INTELLECTUAL PROPERTY**

You agree that the Services, including but not limited to Content and the MAIT software used to implement the Services, contain proprietary information and material that is owned by MAIT and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for the use of the Services and MAIT software for personal, non-commercial uses in compliance with this Agreement. The Services and MAIT software may be used for personal, non-commercial uses in compliance with this Agreement. No portion of the Services or MAIT software may be reproduced in any form or by any means, except as expressly permitted by this Agreement. You agree not to modify, rent, loan, sell or distribute the Services, Content or MAIT software in any manner, and you shall not exploit the Services, Content or MAIT software in any manner not expressly authorized under this Agreement. The "Moore Auditory Integration Training" name and the Moore Auditory Integration Training logo used in connection with the Services, Content and MAIT software are the trademarks of MAIT. You are granted no right or license with respect to any of the aforementioned trademarks.

#### **XV. ADVERTISEMENTS; SEARCHES; AND LINKS TO OTHER SITES**

The Site may contain links to third-party websites. MAIT also may select specific sites as priority responses to search terms you enter, and MAIT may agree to allow advertisers to respond to specific search terms with advertisements or sponsored Content. MAIT does not recommend and does not endorse the content on any third-

party websites. MAIT is not responsible for the content of linked third-party sites, sites framed within the Site, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such websites. MAIT does not endorse any third-party product, service or treatment referenced or advertised on the Site.

## **XVI. INDEMNITY**

You agree to defend, indemnify, and hold MAIT, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of this Agreement.

## **XVII. JURISDICTION; ARBITRATION; AND CLASS ACTION WAIVER**

You expressly agree that exclusive jurisdiction for any dispute with MAIT, or in any way relating to your use of the Site, resides in the courts of the State of Florida located within Hillsborough County, Florida, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Florida within Hillsborough County, Florida, in connection with any such dispute including any claim involving MAIT or its owners, affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and Content providers. This Agreement is governed by the internal substantive laws of the State of Florida, without respect to its conflict of laws principles. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any of this Agreement shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

All disputes arising from the use of this Agreement or the Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance or termination, shall be resolved through the submission of the dispute(s) to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Florida law. Unless otherwise mutually agreed upon by the parties to the dispute, the dispute shall be resolved by one (1) arbitrator and the arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. All arbitration proceedings shall occur in Hillsborough County, Florida.

Any arbitration under this Agreement will take place on an individual basis; class

arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and MAIT agree otherwise, the arbitrator may not consolidate more than one (1) person's claims and may not otherwise preside over any form of a representative or class proceeding.

### **XVIII. NOTICE AND TAKEDOWN PROCEDURES; AND COPYRIGHT AGENT**

If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from the Site by contacting MAIT's copyright agent (identified below) and providing the following information:

- Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work;
- Identification of the material you believe to be infringing and its location. Please describe the material and provide us with its URL or any other pertinent information that will allow us to locate the material;
- Your name, address, telephone number and (if available) e-mail address;
- A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent or the law;
- A statement that the information you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf; and
- A signature or the electronic equivalent from the copyright holder or authorized representative.

MAIT's agent for copyright issues relating to this Site is as follows:

Moore Auditory Integration Training, LLC  
Attn: Cheri B. Moore  
7503 S Mascotte St.  
Tampa, FL 33616

In an effort to protect the rights of copyright owners, MAIT maintains a policy for the termination, in appropriate circumstances, of users and account holders of the Site who are repeat infringers.

## **XIX. SURVIVAL**

The following provisions survive the expiration or termination of this Agreement for any reason whatsoever: V., IX., XI., XII., XIV., XVI., XVII., XIX. and XX.

## **XX. COMPLETE AGREEMENT**

Except as expressly provided in a particular "legal notice" on the Site, this Agreement and the MAIT Privacy Policy constitute the entire agreement between you and MAIT with respect to the use of the Site and Content.

Thank you for your cooperation. We hope you find the Site helpful and convenient to use! Questions or comments regarding the Site, including any reports of non-functioning links, should be submitted using our "Contact Us" link accessible on each page of the Site or via U.S. mail to: Moore Auditory Integration Training, LLC - Office of Privacy, 7503 S Mascotte St., Tampa, FL 33616.

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