

IBAO 美国官网使用条款

本条款为美国官网规定，与使用者之间的权利义务关系。中文版的网站、小程序、任何大中国地区总代理宁波飞拉蝶飞教育科技有限公司的行为都应受到此一条款的限制，除非与中国政府规定与法律抵触，则以中国法律为准。申请人、考生、服务提供者、协力厂商、院校、个人讲师、以及所有相关人员，均同意遵守本条款、以及中国法律的规定，来使用本网站与本公司提供的服务。

International Behavior Analysis Organization

国际行为分析组织

At International Behavior Analysis Organization, Inc. (“IBAO®,” “us” , “our,” or “we”), our goal is to provide certifications for behavior analysts and behavior therapist around the world.

国际行为分析组织 (“IBAO®”、“我们 ”或 “我们”) 的设立宗旨是为世界各地的行为分析员和行为治疗师提供认证。

We’ ve drafted these Terms of Service (“Terms”) to tell you how you may use the Services, and inform you of the rules that govern your use of the Services. PLEASE READ THESE TERMS CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS AND CONTAIN IMPORTANT INFORMATION, INCLUDING AN AGREEMENT TO RESOLVE ANY DISPUTES THAT MAY ARISE BETWEEN US BY ARBITRATION ON AN INDIVIDUAL BASIS INSTEAD OF BY CLASS ACTIONS OR JURY TRIALS. Use of the Services is subject to these Terms, including our Privacy Policy.

我们拟定了这些服务条款 (“条款”)，阐明如何使用服务，并告知您使用服务时须遵照的规则。请仔细阅读这些条款，因为这些涉及到您的合法权利，并包含重要的信息，包括如遇任何争议，双方约定通过提起个人仲裁而不是通过集体诉讼或陪审团审判解决争议。在使用服务时，您应遵守这些条款，包括我们的隐私政策。

1. Acceptance of Terms

1. 接受条款

You accept these Terms by accessing or using our Services. If you are accessing or using our Services on behalf of an organization or other legal entity (“Organization”), you represent that you have the authority to agree to these Terms on behalf of your Organization. If you do not agree to these Terms or do not have authority to accept them on behalf of your Organization, you may not continue to access or use the Services and you must discontinue all access and use of the Services.

访问或使用我们的服务后，即表示您接受这些条款。如果您是代表一个组织或其他法律实体 (“组织”) 访问或使用我们的服务，即表示您有权代为同意这些条款。如果您不接受这些条款或无权代为接受这些条款，则您无法继续访问或使用服务，且必须停止对服务的所有访问和使用。

You agree to periodically review these Terms. You also agree IBAO® may revise, change, or modify these Terms from time to time at its sole discretion and without further notice to you. Any new version of these Terms will take effect as soon as it is posted. Your continued access and use of the Services will constitute acceptance of any revised, changed, or modified Terms.

您同意定期审查这些条款。您还同意 IBAO®可自行决定随时修订、调整或修改这些条款，恕不另行通知。这些条款的新版本 (如有) 将在公布后立即生效。继续访问和使用服务后，即

表示您接受任何经修订、调整或修改的条款。

2. Description of Services

2. 服务说明

IBAO® provides the Services to authorized users, such as behavior analysts and behavior therapists, to assess the educational records, experience hours, course content, to qualify for certification exams. Certification exams are provided to those who meet the requirements. Passing the exam results in certification.

IBAO®向行为分析师和行为治疗师等授权用户提供服务以评估学历记录、学时、课程内容，从而批准参加认证考试的资格。凡符合要求者，有资格参加认证考试。通过考试即可获得认证。

Please note that all features, content, specifications of our Services, and any products or prices described or depicted, are subject to change without notice. Also, the inclusion of any product or service does not imply or warrant that it will be available at any time.

请注意，我们服务的所有功能、内容、规格，以及所描述或描绘的任何产品或价格，如有变化，恕不另行通知。另外，任何产品或服务的可用并不暗示或保证随时可用性。

No user may grant a Medical Professional the ability to create, edit, modify, alter, or otherwise revise any learner's records on the Service. By using our Services, you assert that you are not a Medical Professional or another person who is not permitted to use our Services. By using our Services, you also represent you will not allow any Medical Professional to create, edit, modify, alter, or otherwise revise any learner's records on the Service.

任何用户都不得授权医疗专业人员在本服务中创建、编辑、修改、变更或修订任何学员记录。使用我们的服务后，即确定您不是医疗专业人士或其他禁止使用服务者。使用我们的服务后，即声明您将不允许任何医疗专业人员在本服务中创建、编辑、修改、变更或修订任何学员的记录。

While we strive to ensure that our Services and all other information we provide is complete, accurate and current, some information provided may sometimes be inaccurate, incomplete, or out-of-date. We make no representation regarding the completeness or accuracy of any Services, or other information, content, advice, or recommendations made through the Services. We also do not make any representations or warranties regarding the quality or safety of any products or services, or third party products or services offered or made available via the Services. We reserve the right to correct any errors or omissions in the Services, but we do not have any obligation to do so. Although we take reasonable steps to prevent the introduction of viruses, worms, Trojans, malware, or other malicious software or other destructive materials to the Services, IBAO® does not guarantee or warrant that the Services or materials that may be downloaded from the Services do not contain such contaminating or destructive properties. You understand and agree that any content, files, or information downloaded or otherwise obtained through the use of the Services is at your own discretion and risk and that IBAO® is not liable for any damages or harm to your device or loss of data attributable to such content, files, or information. If you rely on the Services and any materials available through the Services, you do so solely at your own risk. IBAO® is not responsible for any errors or omissions or for the results obtained from the use of any information provided on the Services.

尽管我们努力确保我们的服务和我们提供的所有其他信息是完整、准确和最新的，但我们提供的一些信息有时可能不准确、不完整或过时。我们对任何服务的完整性或准确性或通过服务提供的其他信息、内容、意见或建议不作任何陈述。亦不对任何产品或服务，或通过服

务提供的第三方产品或服务的质量或安全作出任何形式的陈述或保证。我们有权、但无义务纠正服务中任何错误或遗漏。尽管我们采取了合理的措施来防止病毒、蠕虫、木马、恶意软件或其他恶意软件或其他破坏性材料侵入服务，但 IBAO® 不保证或担保服务或可能经由服务中下载的材料无此类污染或破坏性。您理解并同意，凡通过使用服务下载或获得的任何内容、文件或信息，均由您自行决定并承担风险，IBAO® 对因这些内容、文件或信息而对您的设备造成的任何损害或伤害或数据丢失概不负责。倘若您依赖于服务和通过服务提供的任何材料，由此引发的风险应由您自担。IBAO® 不对任何错误或遗漏负责，也不对使用服务上提供的任何信息所获得的结果负责。

3. Who Can Use Our Services

3. 有权使用服务的对象

The Services are intended for adult audiences only and are not intended for or directed to anyone under 18 years of age. No one under 18 is allowed to access or use our Services. By using our Services, you represent you are over 18, can form a binding contract with us, and will comply with these Terms and all applicable local, state, federal, and international laws, rules, and regulations.

服务仅面向成年群体，禁止未满 18 岁者使用。凡未满 18 岁者，禁止访问或使用我们的服务。在使用我们的服务后，即默认您已年满 18 岁，具备与我们订立有约束力的合同的行为能力，并将遵守这些条款及所有相关地方、州、联邦和国际法律、规则和条例。

4. Your Use of Our Services

4. 服务使用

IBAO® grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive, revocable, and limited license to access and use our Services, for the sole purposes of letting you, the user, use and enjoy the benefits of the Services in a way allowed by these Terms, our other policies, User Agreements, and applicable law.

IBAO® 授予您访问和使用我们的服务的私人的、全球性的、免版税的、不可转让的、非独家的、可撤销的和有限的许可，其唯一目的是让您（即用户）依照本条款、其他政策、用户协议和相关法律允许的方式使用和享受服务带来的得益。

In using our Services, you may create, upload, post, send, receive, and store content or other information as defined in our Privacy Policy. In doing so, you hereby grant IBAO® an unrestricted, irrevocable, worldwide, royalty-free, perpetual, sub-licensable, and transferable license to host, store, use, display, reproduce, modify, adapt, edit, publish, and distribute the content or other information you provide subject to these Terms, our other policies, any User Agreements, and applicable law.

当使用我们的服务时，您可以创建、上传、发布、发送、接收和存储我们隐私政策中定义的内容或其他信息。为实现此目的，您特此授予 IBAO® 托管、存储、使用、展示、复制、修改、改编、编辑、出版和分发您提供的内容或其他信息无限制的、不可撤销的、全球性的、免版税的、永久的、可分许可的和可转让的许可，但前提是遵守这些条款、其他政策、任何用户协议和相关法律。

You are ultimately responsible for all content posted and activity by you or that otherwise occurs under your account on the Services (even if that content or activity occurs from other individuals who have accessed the Services through your account). You will not use the Services for any unlawful purpose or any purpose that is prohibited by these Terms, our other policies, User Agreements, or applicable law. You also agree not to interfere with the Services, develop any third party application to interact with the Services without our express written permission,

attempt to reverse engineer the Services, or use the Services in a way that violates IBAO®'s rights or the rights of a third party.

您在服务上发布的所有内容和活动或在您的账户下发生的活动承担最终责任(即使该内容或活动来自通过您的账户访问服务的其他个人)。您不会将服务用于任何非法目的或这些条款、其他政策、用户协议或适用法律所禁止的任何目的。您还同意不干扰服务过程,未经我们明确书面许可,不得开发任何第三方应用程序与服务互动,不试图对服务实施逆向工程,或以侵犯 IBAO®权利或第三方权利的方式使用服务。

5. Confidentiality of User Information & User Records

5. 用户信息及用户记录的保密性

The Services are designed to grant access to User Records and the User Information (as defined in our Privacy Policy contained therein only to authorized users. Our Privacy Policy, our other policies, and User Agreements explain how we treat User Information and User Records when you use our Services.

我们设计这些服务的目的是授权用户访问用户记录和用户信息(见本隐私政策中的定义部分)。我们的隐私政策、其他政策和用户协议阐明了在您使用我们的服务时,我们会如何处理用户信息和用户记录。

6. Privacy

6. 隐私

Your privacy is important – both to you and to us. Please view our Privacy Policy to learn how your information is handled when you register for and use our Services.

您的隐私对您本人和我们而言至关重要。请查看我们的隐私政策,了解在您注册和使用服务时,我们会如何处理您的信息。

7. Content, Intellectual Property, and Others' Rights

7. 内容、知识产权和其他人的权利

The IBAO® website, the information, photos, text, graphics, videos, tools, images, and all other content and materials provided by or made available through the Services (“Content”) is owned or licensed by IBAO®, and is provided for your personal, non-commercial, and informational purposes only. This Content also includes, but is not limited to the text, graphics, photos, interactive features, trademarks, service marks, and logos in our Services (“Marks”). You may not use, manipulate, copy, reproduce, transmit, distribute, broadcast, display, sell, or otherwise use the Content and Marks for any purpose whatsoever not permitted by these Terms or the User Agreement.

凡 IBAO®网站、信息、照片、文本、图形、视频、工具、图像以及经由服务提供的所有其他内容和材料(“内容”),均归属于 IBAO®所有或授权,并且仅限于私人、非商业性和信息用途。这些内容还包括但不限于我们服务中的文本、图形、照片、互动功能、商标、服务标志和标识(“标志”)。严禁出于这些条款或用户协议禁止的任何目的使用、操纵、复制、传送、分发、广播、展示、出售或以其他方式使用这些内容和标记。

We respect the intellectual property rights of others – including copyrights – and prohibit the use of our Services in any manner that violates those rights. Some of the Content available through our Services may come from other users and third parties. All other Content and Marks that appear through our Services are the property of their respective owners. You agree that you will not use the Services in a way that violates or infringes upon someone else's rights, including any rights of publicity, privacy, copyright, trademark, or other intellectual property rights.

我们尊重他人的知识产权,包括版权,并禁止以任何侵犯这些权利的方式使用服务。通过我

们服务提供的一些内容可能来源于其他用户和第三方。凡通过我们的服务出现的其他内容和标志，所有权归属于相应的所有者。您同意不会以违反或侵犯他人权利的方式使用服务，包括任何宣传权、隐私权、版权、商标权或其他知识产权。

8. Copyright DMCA Notification

8. 版权《数字千年版权法》（DMCA）的通知

Under the U.S. Digital Millennium Copyright Act (“DMCA”) copyright owners can file a complaint where they believe materials infringe on their copyright. If you believe that materials on the Services infringe on your copyright, please provide the following information in a notice to our designated agent at the address below:

根据美国《数字千年版权法》（"DMCA"）的规定，当认为材料侵犯版权时，版权所有者可以提出申诉。如果您认为服务上的材料侵犯版权，请按以下地址向我们指定的代理人提供以下信息。

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.

确定您认为被侵犯的版权作品。请描述该作品并尽可能附上该作品的授权版本的副本或位置（例如，URL）。

Identification of the material that 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.

确定您认为被侵权的材料及其位置。请描述该材料并向我们提供 URL 或其他相关信息，以便我们能够找出该材料。

Your name, address, telephone number and (if available) e-mail address.

你的姓名、地址、电话号码和（如有）电子邮件地址。

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.

一份表明您有充分的理由相信，对提出侵权申诉的材料的使用未得到版权所有者、其代理人或法律的授权的声明书。

A statement that the information that 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.

一份表明您提供的信息是准确的并且您是版权所有者或经授权代表版权所有者行事，“如若不实，甘愿承受伪证罪之惩处”的声明书。

A signature or the electronic equivalent from the copyright holder or authorized representative.

版权人或授权代表的签名或电子版签名。

International Behavior Analysis Organization, Inc.

国际行为分析组织

Attn: Legal

联系人：法务部

2470 Windy Hill Road, Suite 300

Marietta, GA 30067

Or by email at: info@theibao.com

或发送电子邮件至：info@theibao.com

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, of authorized users of the Services who are repeat infringers.

为了保护版权所有者的权利，我们保持一项终止政策，在适当的情况下，终止重复侵权的授权用户访问服务。

9. Maintaining Your Account

9. 维护您的账户

You play a key role in maintaining the integrity of your account, and the information accessible from your account. You are responsible for protecting the security of your account credentials, including your password. You are required to inform IBAO® if you discover or suspect that your account has been subject to any unauthorized access within 24 hours of discovery of such actual or suspected unauthorized access. Additionally, you may not share your account credentials with others. IBAO® will not be responsible or liable for any compromise to your account that results from your failure to adhere to these obligations.

您在维护个人账户以及从账户获取的信息的完整性上发挥着关键作用。您有责任保护账户凭证的安全，包括个人密码。如果您发现或怀疑个人账户被擅自访问，您必须在发现实际或怀疑的擅自访问后 24 小时内通知 IBAO®。此外，您不得与他人分享个人账户凭证。IBAO®对因您未遵守这些义务而导致账户受到损害不承担任何形式的责任或义务。

10. Third Party Services & Links

10. 第三方服务和链接

We may provide links via the Services to third party websites or services that may be of interest to you. IBAO® is not responsible for the content, quality, safety, availability, completeness, accuracy, privacy policies, legality, or any other practices and policies of such websites. These links are provided solely as a convenience to you and should not be considered an endorsement by IBAO® of these websites or of the companies that own them.

我们可能通过服务提供您可能感兴趣的第三方网站或服务的链接。IBAO®对这些网站的内容、质量、安全性、可用性、完整性、准确性、隐私政策、合法性或任何其他做法和政策概不承担责任。IBAO®提供这些链接仅供方便考虑，不应默示为对这些网站或其所属公司的认可。

When you click on one of the provided links, you are leaving our Services to enter another website. If you decide to access any of the third party websites linked to through our Services, you do so entirely at your own risk. Your use of a third party's website or services is governed by the third party's privacy policy, terms and conditions, and other policies. You agree that we are not liable for any harm or damages related to the purchase or use of goods, services, websites, resources, content, or any other transactions made in connection with any third party websites or advertisers. Please review carefully the third party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party. You hereby waive any claim you might have against IBAO® with respect to these websites. IBAO® is not responsible or otherwise liable for a third party's terms or policies, or for any actions taken under therein.

当您点击我们提供的一个链接时，您将离开我们的服务，跳转到另一个网站。如果您决定访问通过我们的服务链接到的任何第三方网站，由此产生的一切风险完全由您本人自担。您对第三方网站或服务的使用受第三方的隐私政策，条款和条件以及其他政策的约束。您同意我们对与购买或使用商品、服务、网站、资源、内容或与任何第三方网站或广告商进行的其他交易有关的任何伤害或损害概不承担责任。请仔细审查第三方的政策和规范，并确保理解有关内

容后才可开展任何交易。凡涉及第三方产品的投诉、索赔、疑虑或问题，应直接向第三方提出。您在此放弃您可能对 IBAO®提出的有关这些网站的任何申索。IBAO®不对第三方的条款或政策，或根据其采取的任何行动负责或承担其他责任。

11. Restriction, Modification, & Termination

11. 限制、修改和终止

You may terminate your account at anytime by providing written notice to us at info@theibao.com. Upon termination, we may delete your account as well as all associated information and you shall immediately refrain from any use of your account or the Services.

您可以随时通过向我们发出书面通知（info@theibao.com）以终止个人账户。一旦账户倍终止，我们可以删除您的账户以及所有相关信息，您应立即停用个人账户或服务。

We reserve the right to change, modify, terminate, or otherwise alter these Terms at any time at our sole discretion, without notice and without penalty. Such modifications shall become effective immediately upon posting of the updated Terms. You should review these Terms on a regular basis to keep yourself apprised of any changes. The following provisions shall survive any termination: Your Use of Our Services; Disclaimers; Limitation of Liability; Indemnity; Choice Law and Jurisdiction; Severability; and Complete Terms.

我们有权随时自行决定变更、修改、终止或以其他方式变更这些条款，恕不另行通知和承受处罚。此等修改应在更新后的条款公布后立即生效。您应定期查看这些条款，以掌握任何变化。以下条款在终止后仍然有效。使用服务；免责声明；责任限制；赔偿；适用法律和管辖地；可分割性；以及完整条款。

We may also, in our sole discretion, terminate or restrict your use or access to our Services (or any part thereof, including the Portal), for any reason, including, without limitation, where IBAO® believes you have violated or acted inconsistently with the letter or spirit of these Terms, the User Agreement or other provisions, conditions, or policies of the Services.

我们还可以自行决定凭任何理由终止或限制您对我们的服务（或其任何部分，包括门户网站）的使用或访问，包括但不限于 IBAO®认为您违反或抵触了这些条款，用户协议或服务规定的其他规定、条件或政策的文字或含义。

12. Indemnity

12. 赔偿

You agree to indemnify, defend, and hold IBAO®, its subsidiaries, affiliates, officers, directors, employees, and agents harmless, at your sole expense, from and against any claim, action, legal proceeding, damages, liability, settlements, expenses (including reasonably attorneys' fees) and other costs arising out of or relating to (a) your access or use of the Services and access or use made through your account; (b) your content; (c) your breach of these Terms or the documents it incorporates by reference; (d) your negligence or misconduct; or (e) any claim or allegation that your use of any Services infringes the copyright, trademark, trade secret, patent or other rights of a third party. IBAO® may, at its sole discretion, assume the exclusive defense and control of any matter subject to indemnification by you. The assumption of such defense or control by us, however, shall not excuse any of your indemnity obligations.

您同意自费保护 IBAO®、其子公司、关联企业、管理人员、董事、雇员和代理人不受以下情形引起的或与之相关的任何索赔、诉讼、法律程序、损害赔偿、责任、和解、费用（包括合理的律师费）和其他费用：(a) 您访问或使用服务以及经由个人账户访问或使用。(b) 您的内容；(c) 您违反本条款或其所包含的文件；(d) 您的疏忽或不当行为；或(e) 您对服务的使用侵犯了第三方的版权、商标、商业机密、专利或其他权利的任何申索或指控。IBAO®可自

行决定对任何须由您赔偿的事项进行专属抗辩或控制。但是，我们承担该等抗辩或控制不解除您应承担的任何赔偿义务。

13. Disclaimer of Warranties and Limitation of Liability

13. 免责和责任限制

THE SERVICES AND MATERIALS CONTAINED ON THE SERVICES, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. IBAO® DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE, IN CONNECTION WITH THE SERVICES AND THE MATERIALS CONTAINED ON THE SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL IBAO® BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICES OR ANY INFORMATION, GOODS OR SERVICES OBTAINED THROUGH THE SERVICES, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES (EVEN IF IBAO® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMITTED BY LAW.

在适用法律允许的最大范围内，凡与本服务及其所含材料有关的任何类别的明示或暗示的陈述和保证，包括对适销性，不侵犯知识产权或针对任何特定目的作出的保证，IBAO®概不负责。在任何情况下，凡因使用本服务或经由本服务获得的任何信息、货物或服务而引起的任何形式的损害，包括直接的、间接的、后果性的、偶然的、特殊的或惩罚性的损害（即使 IBAO® 已得知此等损害的可能性），在法律允许的最大范围内，IBAO®概不负责。

IBAO® TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CONTENT PROVIDED BY YOU, ANOTHER USER, OR THIRD PARTY THROUGH OUR SERVICES. IBAO® IS NOT RESPONSIBLE FOR ANY CONTENT THAT MAY BE INAPPROPRIATE, OFFENSIVE, MISLEADING, ILLEGAL, OR OTHERWISE OBJECTIONABLE.

对于您本人，其他用户或第三方通过我们的服务提供的任何内容，IBAO®概不负责，亦不承担任何义务。IBAO®对任何可能是不适当的、攻击性的、误导性的、非法的或其他令人不悦的内容不承担责任。

WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. THERE MAY BE DELAYS, ERRORS, DEFECTS, OMISSIONS, INTERRUPTIONS AND INACCURACIES IN THE INFORMATION OR OTHER MATERIALS AVAILABLE ON OR THROUGH THE SERVICES. IBAO® IS NOT RESPONSIBLE FOR THE AVAILABILITY, USE, TIMELINESS, SECURITY, VALIDITY, ACCURACY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, THE CONTENT OF THE SERVICES OR ANY OTHER WEBSITE THAT MAY BE LINKED TO OR THROUGH THE SERVICES.

我们不保证服务的连续性、及时性、安全性或无差错性。在服务上或经由服务提供的信息或其他材料中可能存在延迟、错误、缺陷、遗漏、中断和不准确的情形。IBAO®不负责服务的内容或可能链接到或通过服务的其他网站的可得性、可用性、及时性、安全性、有效性、准确性或可靠性或使用的结果。

IN NO EVENT SHALL IBAO®, ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, BUSINESS PARTNERS, CUSTOMERS, AND ANY OTHER AUTHORIZED AGENT OR REPRESENTATIVE OF IBAO® HAVE ANY LIABILITY FOR ANY CLAIM, LOSS OR INJURY, INCLUDING WITHOUT LIMITATION AN INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO IBAO® SERVICES, THE USE OR THE INABILITY TO USE THE SERVICES, AND/OR ANY CONTENT, ANY CONTENT OR

OTHER GOODS OR SERVICES PURCHASED, LICENSED, OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO BY MEANS OF OR THROUGH THE SERVICES, THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR OTHER INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY USER CONTENT, EVEN IF IBAO® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF ANY NEGLIGENCE OF IBAO® OR ANY OF ITS AFFILIATES OR AGENTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OR ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

在任何情况下，无论出于任何原因，也无论责任理论如何，无论是违反合同、侵权行为（包括疏忽）还是由其他原因所致的，凡由 IBAO® 的服务、使用或无法使用服务，和/或任何内容，通过服务购买、许可或获得的任何内容或其他商品或服务，或通过或经由服务收到的信息或达成的交易，擅自访问或更改您的传输或数据，操作或传输延迟，计算机病毒，或其他发送或接收或未发送或接收的信息，或任何用户内容而引起的或与之相关的任何索赔、损失或伤害，包括但不限于间接的、偶然的、特殊的或后果性的损害，IBAO® 及其关联企业、高级管理人员、董事、股东、雇员、商业伙伴、客户以及 IBAO® 的其他授权代理人或代表都不承担任何责任，即使 IBAO® 已被告知此类损害的可能性，无论 IBAO® 或其任何关联企业或代理人是否存在疏忽。该等限制应适用于任何有限补救措施的失效或根本目的。

Certain state laws, including the laws of the State of New Jersey, may not allow limitations on implied warranties or the exclusive or limitation of certain damages as set forth in this Section 13, so these limitations and exclusions apply to you only to the extent permitted by applicable law. If it is finally determined by a Court or an arbitrator that our limitation of liability set forth in this Section 13 does not apply to you, then you agree that our total liability in the aggregate for any claims made by you or any third party on your behalf shall not exceed the greater of one hundred dollars (\$100.00) or the total amount you paid to IBAO®, if any, in the last 12 months.

一些州的法律，包括新泽西州的法律，可能不允许对隐含担保的限制，或对本第 13 条规定的特定损害的排他性或限制，因此这些限制和排除仅在适用法律允许的范围内适用。如若法院或仲裁员最终裁定第 13 条规定的责任限制不适用，则您同意我们对您或代为行事的任何第三方提出的任何申索的累计责任不应超过一百美元（100.00 美元）或您在过去 12 个月内向 IBAO® 支付的总额（如有），取两者中较大者。

14. Preventing Unlawful Activity

14. 防止非法活动

We reserve the right to investigate complaints or reported violations of the Terms and to take any action we deem appropriate including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third-parties and disclosing any information necessary to such persons or entities relating to user profiles, email addresses, usage history, posted materials, IP addresses and traffic information. You acknowledge that we will have the right to report to law enforcement authorities any action that may be considered illegal, as well as any reports it receives of such conduct.

我们保留调查投诉或报告违反条款的权利，并采取我们认为适当的行动，包括但不限于向执法官员，监管机构或其他第三方举报任何可疑的非法活动，并向这些人或实体披露与用户档案、电子邮件地址、使用历史、发布的材料、IP 地址和流量信息有关的任何必要信息。您确认，我们将有权向执法机关举报任何可能被视为非法的行为以及它所收到的关于该等行为的任何报告。

When requested, we will cooperate fully with law enforcement agencies in any investigation of

alleged illegal activity.

如您提出要求的，我们将与执法机构开展充分合作，对任何涉嫌违法的活动进行调查。

15. Responding to Lawful Disclosure Requests

15. 对合法披露要求的响应

We may also be required to disclose your information in response to a lawful and enforceable request by law enforcement, judicial, or other public authorities, or in connection with an enforceable legal obligation. In such instances, we will disclose your Personal Information upon receipt of an enforceable court order, subpoena, or other lawful process, or where otherwise required by law.

我们也可能收到披露您个人信息的要求，以响应执法、司法或其他政府部门的合法且可执行的要求，或为履行可执行的法律责任所需。在此等情况下，我们将在收到可强制执行的法院命令、传票或其他合法程序时或依照有关法律的要求，披露您的个人信息。

16. Choice of Law, Disputes, & Arbitration

16. 适用法律、争议和仲裁

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT OUTLINES CERTAIN RIGHTS THAT YOU ARE WAIVING OR LIMITING BY USING OUR SERVICES. REMEMBER, YOUR USE OF OUR SERVICES CONSTITUTES YOUR ACCEPTANCE OF THE TERMS, INCLUDING THE DISPUTE RESOLUTION PROCESS.

本条概述了您通过使用我们的服务而放弃或限制的特定权利，请通读本条内容。请记住，在使用我们的服务后，即表示您接受这些条款，包括争议解决程序。

THIS SECTION WAIVES THE FOLLOWING RIGHTS THAT YOU MIGHT OTHERWISE HAVE:

本条放弃了您可能拥有的以下权利。

The right to maintain a court action,

维护法庭诉讼的权利，

The right to a jury trial, and

申请陪审团审判的权利，和

The right to participate in any form of class or representative claim.

参与任何形式的集体或代表索赔的权利。

THIS SECTION ALSO LIMITS CERTAIN OTHER RIGHTS YOU MIGHT OTHERWISE HAVE INCLUDING:

本条还限制了您可能拥有的其他特定权利，其中包括

The right to engage in discovery except as provided in arbitration proceedings under the rules of the American Association of Arbitration ("AAA"),

除根据美国仲裁协会 ("AAA") 的规则进行仲裁程序的规定外，有权参与取证，

The dispute will be governed by New York Law, and will take place in Cobb County, Georgia, and
争议受纽约法之管辖，管辖地为佐治亚州科布县，和

The right to certain remedies and forms of relief that you or we would have in Court, but not in Arbitration.

您或我们在法庭上享有、但在仲裁过程中不享有的某些补救措施和救济形式的权利。

These terms shall be governed by, and will be construed under, the laws of the State of New York, United States of America, without regard to choice of law principles. You and IBAO® agree to jurisdiction in the federal and state courts in Georgia county of Cobb to resolve any dispute, claim, or controversy that relates to or arises in connection with the Terms (and any non-contractual disputes/claims relating to or arising in connection with them) or your visit to or use of the Services and is not subject to mandatory arbitration under this Section 16.

这些条款应受美国纽约州法律管辖并据其解释，但法律冲突原则的适用。您和 IBAO®同意，如遇本条款（以及与之相关或由此产生的任何非合同纠纷/索赔）或您访问或使用服务有关的任何纠纷、索赔或争议，管辖地应为乔治亚州科布县的联邦和州法院，且不受第 16 条规定的强制仲裁约束。

You agree that any dispute that relates to or arises in connection with these Terms or your visit to or use of the Services shall be resolved entirely through binding individual arbitration, rather than in court. Such individual arbitration shall take place in Atlanta, Georgia, and will be administered by the AAA in accordance with its Commercial Arbitration Rules, and any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. THERE IS NO JUDGE OR JURY IN ARBITRATION, NO CLASS ACTIONS, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. An arbitrator, however, can award on an individual basis the same damages and relief as a court, including injunctive and declaratory relief or statutory damages, and must follow these Terms as a court would.

您同意，凡与这些条款或您访问或使用服务有关的或由此产生的任何争议，应全权交由有约束力的个人仲裁而不是通过法院诉讼解决。个人仲裁应在佐治亚州亚特兰大市进行，并由美国仲裁协会依照其商业仲裁规则进行管理，凡对仲裁员裁定结果的任何判决，可在任何具有管辖权的法院作出。仲裁程序不涉及法官、陪审团或集体诉讼，法院对仲裁裁决的审查权限是有限的。但是，仲裁员可以自行裁定与法院同等的损害赔偿和救济，包括禁令和宣告性救济或法定损害赔偿，并且对这些条款的遵守义务与法院的无异。

YOU AGREE TO BRING ANY DISPUTE RELATED TO THESE TERMS OR YOUR USE OF THE SERVICES IN ARBITRATION ON AN INDIVIDUAL BASIS, THAT NO CLAIM ARISING OUT OF THESE TERMS YOUR USE OF THE SERVICES MAY BE BROUGHT AS A CLASS ACTION, AND THAT NO ARBITRATION UNDER THESE TERMS SHALL BE JOINED WITH AN ARBITRATION INVOLVING ANY OTHER PARTY UNDER THESE TERMS, WHETHER THROUGH CLASS ARBITRATION PROCEEDINGS OR OTHERWISE. IF FOR ANY REASON A CLAIMS PROCEEDS IN COURT AND NOT IN ARBITRATION, WE EACH AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST EACH OTHER AND THE RIGHT TO A JURY TRIAL.

您同意，凡这些条款或您对服务的使用所涉的任何争议，应当单独提交仲裁，因这些条款或使用服务而产生的任何索赔均不得作为集体诉讼提出，而且这些条款下的仲裁不得与涉及这些条款下其他方提起的仲裁合并，无论是通过集体仲裁程序还是其他方式。由于任何原因，索赔程序是在法院而不是在仲裁中提起的，每一方同意放弃参与针对对方的集体诉讼的任何权利和申请陪审团审判的权利。

As a limited exception to the foregoing, you and IBAO® both agree that nothing in this Section 16 will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling from the arbitrator. In addition, this Section 16 does not stop you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

针对上述规定的有限例外情形，您和 IBAO®均同意，第 16 条中的任何内容均不等同于默示放弃、排除或限制我们任何一方的权利，即在仲裁员作出最终裁决之前，在法院提起个人诉讼，只寻求临时或初步的个人禁令救济。此外，第 16 条不妨碍您或我们将问题提交给联邦、州或地方部门。在法律允许的条件下，这些部门可以代表您向我们寻求救济，反之亦然。

This Section 16 will survive termination of these Terms.

第 16 条在这些条款终止后仍然有效。

If this Section 16 is invalidated in whole or in part, the parties agree that the exclusive jurisdiction and venue described this Section 16 shall govern any claim in court arising out of or related to the Terms or your visit to or use of the Services

第 16 条丧失全部或部分效力的，双方同意，第 16 条所述的专属管辖权和地点应适用于因这些条款或您访问或使用服务而引起的或与之相关的任何法院申索。

17. Severability

17. 可分割性

If any portion of these Terms is found to be unenforceable, that provision will be severed from these Terms, and will not affect the validity and enforceability of the remaining Terms.

如果这些条款的任何部分被认定为不可执行，所涉条款将被分割，并且不影响其余条款的有效性和可执行性。

18. Complete Terms

18. 完整条款

Please note that these Terms, along with any other documents incorporated by reference, make up the entire agreement between you and IBAO®. We reserve all rights that are not expressly granted to you. You may not transfer any rights given or obligations borne to you under these Terms without our express consent. We do not waive any provision under these Terms even if it is not enforced.

请注意，这些条款以及通过引用而纳入的其他文件，构成了您与 IBAO®之间达成的完整协议。我们保留所有未明确授予您的权利。未经我们明确同意，严禁转让这些条款赋予您的任何权利或承担的义务。我们不放弃这些条款下的任何规定，即使未被执行。

19. Additional Important Information for New Jersey Residents

19. 新泽西州居民需关注的其他重要信息

If you live in New Jersey, please carefully read our Terms and understand that by accessing or using our Services, in addition to the other terms herein, you agree to the following terms: (a) any dispute between us will be governed by New York law and decided by non-judicial arbitration. By agreeing to these Terms you waive rights to maintain a court action, the right to a jury trial, and the right to participate in any form of class or representative claim as set forth in Section 16; (b) under the laws of the State of New Jersey, limitations on implied warranties or the exclusive or limitation of certain damages as set forth in Section 13 may not apply to you, and (c) you are responsible for any harm as explained in Sections 12 and 13 that you cause us, whether it is because of (i) the content or materials posted on or submitted through the Services by you, (ii) your material or your uncured breach of these Terms, the Privacy Policy, User Agreements, any applicable laws that protect us, or our legal rights or those of any third party whose legal rights your actions have damaged, or (iii) any and all activities that occur under your account, username and/or password.

如果您现居于新泽西州，请通读我们的条款，并理解在访问或使用我们的服务后，除了此处涉及的其他条款外，您还同意以下条款：(a) 凡涉及及双方的任何争议，将受到纽约法律管辖，并通过非司法仲裁决定。在同意这些条款后，即表示您放弃了维持法院诉讼的权利、申请陪审团参与的权利以及参与第 16 条规定的任何形式的集体或代表索赔的权利。(b) 根据新泽西州的法律，第 13 条规定的对默示保证施加的限制或对特定损害的排他性或限制可能不适用，和(c) 您应承担使我们承受的第 12 条和第 13 条解释的任何损害，无论其原因是(i) 您在服务上发布或经由服务提交的内容或材料。(ii) 您的材料或您对这些条款、隐私政策、用户协议、保护我们的有关法律条文、或我们的法律权利或任何第三方的合法权利因您的个人

行为受到损害，或(iii) 以您的账户、用户名和/或密码实施的任何活动。

20. Contact Us

20. 联系我们

If you have any questions regarding these Terms or our practices, you can contact us at:

您对这些条款或我们的具体做法有任何问题，请通过以下方式联系我们。

International Behavior Analysis Organization, Inc.

国际行为分析组织

Attn: Legal

联系人：法务部

2470 Windy Hill Road, Suite 300

Marietta, GA 30067

Or by email at: info@theibao.com

或发送电子邮件至：info@theibao.com

Effective Date: 03.11.2020

生效日期：2020年11月3日