

# User Agreement

**Last Updated:** May 5, 2025

## INTRODUCTION (ACCEPTANCE OF TERMS)

This User Agreement applies to Izacare.com (the website), including any content, functionality, or services offered on or through the website (hereinafter the “Services”), and Izacare Behavior Services, Inc., a California corporation, which owns and operates the Services (collectively, “We” or “Us” or “Our”).

This User Agreement, along with our [Privacy Policy](#), governs your use of the Services. For purposes of this User Agreement, unless otherwise noted, all references to Izacare Behavior Services, Inc., include Izacare Behavior Services.com. By using the Services, you consent to the terms of use described in this User Agreement.

Please read this User Agreement carefully before you use the Services. By using the Services, you accept and agree to be bound and abide by the terms of this User Agreement and our Privacy Policy. If you don’t want to agree to, or be bound, by the terms of this User Agreement or our Privacy Policy, please do not use the Services.

## CHANGES TO USER AGREEMENT

We, at our sole discretion, may, from time to time, make changes to this User Agreement without notice to you. We advise you to check this page from time to time for any changes. By your continued use of the Services, you consent to the changes made to this User Agreement.

## PRIVACY POLICY

Our use and protection of the information we collect about you through the Services is governed by our Privacy Policy. Please take a moment to visit our Privacy Policy page to learn more.

## CHANGES TO THE SERVICES

We may make changes to the functionality, delivery method, availability, or equipment needed to access the Services from time to time, with or without notice to you. However, we do not make any guarantees that the material or content found on the Services will always be up-to-date. We reserve the right to maintain outdated information, terminate access to the website, or cease operations indefinitely.

## ACCOUNT ACCESS AND SECURITY

We reserve the right to terminate or temporarily disable your access to the Services or any portion thereof. We will not be liable for any claims arising from your inability to use the Services, whether permanently or for a brief time.

You are solely responsible to:

- Comply with the terms of this User Agreement
- Ensure that anyone you allow to access the Services are aware of the terms of this User Agreement, and comply with them.

## **LAWFUL USE**

You shall use the Services for lawful purposes only. You shall not post or transmit through the Services any materials which:

- violate any applicable federal, state, local and international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- exploits, harms or attempts to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- violate or infringe in any way upon the rights of others;
- are unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable;
- encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
- impersonate or attempt to impersonate Izacare Behavior Services, Inc., an employee of Izacare Behavior Services, Inc., another user, person, or entity (including the use of unauthorized email addresses).
- contain advertising or any solicitation with respect to products or services, unless Izacare Behavior Services, Inc., has expressly approved such material in advance of its transmission; or
- restrict or inhibit any other user from using or enjoying the Services.

## **RIGHT TO TERMINATE**

We reserve the right to terminate your access to any portion or the entire Services for any or no reason, including your violation of this User Agreement.

## **RIGHT TO DISCLOSE INFORMATION**

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose your identity or the information you submit via the Services.

YOU WAIVE AND HOLD IZACARE BEHAVIOR SERVICES, INC., HARMLESS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN DURING, AS A RESULT OF, OR AS A CONSEQUENCE OF ANY INVESTIGATION BY EITHER US, LAW ENFORCEMENT, OR OTHER AUTHORITIES.

## **INTELLECTUAL PROPERTY**

The Izacare Behavior Services logos and all related names, logos, product and service names, designs and slogans (collectively the Intellectual Property) are trademarks of Izacare Behavior Services, Inc., or our licensors. You are not permitted to use the Intellectual Property without our prior written permission. All other names, brands, and marks are used for identification purposes only and are the trademarks of their respective owners.

This Website, all of the text, images, and content (including text, images, video, audio, and graphics) within this Website, any features, functionality, software, and layout are owned by Izacare Behavior Services, Inc., our licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

## **COPYRIGHT INFRINGEMENT**

If you believe that we are using your copyrighted material on our website, please email our compliance department using the contact information below immediately. Please provide as much detail as possible to describe the material you are submitting your report about.

## **THIRD PARTY WEBSITES AND RESOURCES**

The Services contain links to other websites and resources provided by third parties, which are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. Izacare Behavior Services, Inc., has no control over the contents, privacy practices, or the operation of those websites or resources. We accept no responsibility for these third parties or for any loss or damage that may arise from your use of their website, products, or services. If you decide to access any of the third party websites or resources linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of such websites or resources.

## **DISCLAIMER OF WARRANTIES**

THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS USER AGREEMENT. YOUR USE OF THE SERVICES OR MATERIALS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL MATERIALS OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

## **LIMITATION OF LIABILITY**

IN NO EVENT WILL Izacare Behavior Services, INC., ITS AFFILIATES OR LICENSORS, VENDORS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE THIS WEBSITE, THE SERVICES, ANY PURCHASES YOU MAKE THROUGH THE SERVICES, ANY LINKED THIRD-PARTY SERVICES, ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES, OR THROUGH LINKED THIRD PARTY SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

FURTHERMORE, Izacare Behavior Services, INC., WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A VIRUS, OTHER TECHNOLOGICALLY HARMFUL MATERIAL, OR A DISTRIBUTED DENIAL OF SERVICE ATTACK (DDoS), THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR HARDWARE, SOFTWARE, MOBILE DEVICES, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR MATERIALS DOWNLOADED FROM THE SERVICES, OR ON ANY THIRD PARTY WEBSITE, PRODUCT, OR SERVICE LINKED TO THE SERVICES.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY, WHICH IS INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS USER AGREEMENT.

## **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless Izacare Behavior Services, Inc., its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of the terms of this User Agreement or your use of the Services, including, without limitation, any use of the content, services, or products other than as expressly authorized in this User Agreement or your use of any information obtained from the Services.

## **WAIVER**

A failure by Izacare Behavior Services, Inc., to strictly enforce any provision of this User Agreement shall in no event be considered a waiver of that provision or any part thereof. No waiver of Izacare Behavior Services, Inc., of any breach or default by you shall operate as a waiver of any other breach or default by you. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

## **SEVERABILITY**

This User Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this User Agreement is held to be invalid, illegal, or unenforceable for any reason, by a court of competent jurisdiction, then such provision (a) will be interpreted, construed, or reformed to the extent reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision; (b) such provision will remain in effect to the extent that it is not invalid or unenforceable; and (c) such invalidity or unenforceability will not affect any other provision of this User Agreement.

## **CHOICE OF LAW**

This User Agreement shall be governed in all respects by the laws of the State of California, United States, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Izacare Behavior Services, Inc., must be resolved by a state or federal court located in Los Angeles County, California. However, we retain the right to bring any suit, action, or proceeding against you for breach of this User Agreement in your country, state, and county of residence or any other relevant country, state, and county. You agree to submit to the personal jurisdiction of the courts located within Los Angeles County, California for the purpose of litigating all such claims or disputes.

## **SECTION HEADINGS**

The section headings contained herein are for reference purposes only and shall not affect the meaning or interpretation of this User Agreement.

## **ENTIRE AGREEMENT**

This User Agreement and our Privacy Policy constitute the entire agreement between you and Izacare Behavior Services, Inc., with respect to the Services and supersede all prior and contemporaneous agreements, understandings, representations, and warranties, whether made orally or in writing.

## **CONTACT US**

We welcome your questions or comments regarding this User Agreement. Please feel free to contact us at any time using the information below:

**Izacare Behavior Services, Inc.**

Att: Legal Department