

Terms and Conditions

Please note that your use of and access to our services are subject to the following Terms; if you do not agree to all of the following, you may not use or access the services in any manner.

Welcome to A Plus Autism! Please read these Terms and Conditions (these “**Terms**”) carefully before using the website(s) (including <https://www.APlusAutism.com/>), products, services and our mobile Applications (the “**Services**”) operated by A Plus Autism Inc. (“**A Plus Autism**”, “**A + Autism**”, “**us**”, “**we**”, or “**our**”). If you have any questions, comments, or concerns regarding these Terms or the Services, please contact us by emailing us at aplusautism@gmail.com.

These Terms are a legally binding contract between you and A Plus Autism. You must agree to and accept all of these Terms, or you do not have the right to access or use the Services in any manner. These Terms apply to all visitors, users and others who access or use the Services. Your access or use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you access or use the Services. These Terms include the provisions in this document, as well as those in the Privacy Policy. If you disagree with any part of these Terms, then you may not access or use the Services.

These Terms include important information about [future changes to these Terms](#), [limitations of liability](#), [a class action waiver](#), and [resolution of disputes by arbitration](#) instead of in court.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION AGREEMENT SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

Your use of or participation in certain Services may be subject to additional policies, rules and/or conditions (“**Additional Terms**”), which are incorporated in these Terms by reference, and you understand and agree that by using or participating in any such Services, you agree to also comply with these Additional Terms.

Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with our Services. We reserve the right to change these Terms at any time, but if we do, we will place a notice on the <https://www.APlusAutism.com/> site, send you an email, and/or notify you by some other means.

If you do not agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What about my privacy?

A Plus Autism takes the privacy of its users very seriously. For the current A Plus Autism Privacy Policy, please click [here](#).

The Children's Online Privacy Protection Act ("**COPPA**") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under thirteen (13). We do not knowingly collect or solicit personally identifiable information from children under thirteen (13); if you are a child under thirteen (13), please do not attempt to register for or otherwise use the Services or send us any personal information. If we learn we have collected personal information from a child under thirteen (13), we will delete that information as quickly as possible. If you believe that a child under thirteen (13) may have provided us personal information, please contact us at aplusautism@gmail.com.

What are the basics of using the Services?

You may be required to sign up for an account, and select a password and user name ("**A Plus Autism User ID**"). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your A Plus Autism User ID a name that you do not have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission.

You represent and warrant that you are an individual of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and have gotten your parent or guardian to agree to these Terms on your behalf).

You will only use the Services for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you.

If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.

You will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

Your use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

- a. infringes or violates the intellectual property rights or any other rights of anyone else (including A Plus Autism);
- b. violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by A Plus Autism;
- c. is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- d. jeopardizes the security of your A Plus Autism account or anyone else's (such as allowing someone else to log in to the Services as you);
- e. attempts, in any manner, to obtain the password, account, or other security information from any other user;
- f. violates the security of any computer network, or cracks any passwords or security encryption codes;
- g. runs Mail list, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interferes with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- h. "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- i. copies or stores any significant portion of the Content; or
- j. decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

What are my responsibilities for using the Services?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the “**Content**”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including A Plus Autism’s) rights.

You understand that A Plus Autism owns the Services. You won’t modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn’t mean that all the restrictions above don’t apply - they do!

Do I have to grant any licenses to A Plus Autism or to other users?

Anything you post, upload, share, store, or otherwise provide through the Services is your “User Submission.” Some User Submissions may be viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our [Privacy Policy](#) to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant A Plus Autism a license to translate, modify, and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only - your ownership in User Submissions is not affected.

If you store a User Submission in your own personal A Plus Autism account, in a manner that is not viewable by any other user except you (a “**Personal User Submission**”), you grant A Plus Autism the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so.

If you share a User Submission only in a manner that only certain specified users can view (for example, a private message to one or more other users) (a “**Limited Audience User Submission**”), then you grant A Plus Autism the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services (each of the foregoing, a “**Public User Submission**”), then you grant A Plus Autism the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all A Plus Autism users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services and/or otherwise in connection with A Plus Autism’s business for any purpose. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services (which may permit certain users to make modifications to and remove your Public User Submissions).

You agree that the licenses you grant are royalty-free, perpetual, sublicensable, irrevocable, and worldwide, provided that when you de-activate your A Plus Autism account, we will stop displaying your User Submissions (other than Public User Submissions, which may remain fully available) to other users (if applicable), but you understand and agree that it may not be possible to completely delete that content from A Plus Autism’s records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.

Finally, you understand and agree that A Plus Autism, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

What if I see something on the Services that infringes my copyright?

You may have heard of the Digital Millennium Copyright Act (the “**DMCA**”), as it relates to online service providers, like A Plus Autism, being asked to remove material that allegedly violates someone’s copyright. We respect others’ intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers. To learn more about the DMCA, click [here](#).

Who is responsible for what I see and do on the Services?

Any information or Content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such Content originated, and you access all such information and Content at your own risk, and we aren't liable for any errors or omissions in that information or Content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

The Services may contain links or connections to third-party websites or services that are not owned or controlled by A Plus Autism. When you access third-party websites or use third-party services, you accept that there are risks in doing so, and that A Plus Autism is not responsible for such risks.

A Plus Autism has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the Services. In addition, A Plus Autism will not and cannot monitor, verify, censor or edit the content of any third-party site or service. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that A Plus Autism shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site or Services, or between users and any third party, you agree that A Plus Autism is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release A Plus Autism, its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. You shall and hereby do waive California Civil Code Section 1542 or any similar law of any jurisdiction, which says in substance: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

Will A Plus Autism ever change the Services?

We're always trying to improve our Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. We reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

What if I want to stop using the Services?

You're free to do that at any time by contacting us at aplusautism@gmail.com ; please refer to our [Privacy Policy](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services.

A Plus Autism is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. A Plus Autism has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account deactivation or termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to deactivate or terminate your account.

If you have deleted your account by mistake, contact us immediately at aplusautism@gmail.com - we will try to help, but unfortunately, we can't promise that we can recover or restore anything.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us, including without limitation the arbitration agreement.

I use the A Plus Autism App available via the Apple App Store – what should I know about that?

These Terms apply to your use of all the Services, including the iOS applications (the “**Application**”) available via the Apple, Inc. (“**Apple**”) App Store, but the following additional terms also apply to the Application:

- a. Both you and A Plus Autism acknowledge that the Terms are concluded between you and A Plus Autism only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- b. The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- c. You will only use the Application in connection with an Apple device that you own or control;
- d. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- e. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple’s sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- f. You acknowledge and agree that A Plus Autism, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- g. You acknowledge and agree that, in the event of any third-party claim that the Application or your possession and use of the Application infringes that third party’s intellectual property rights, A Plus Autism, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- h. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- i. Both you and A Plus Autism acknowledge and agree that, in your use of the Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and
- j. Both you and A Plus Autism acknowledge and agree that Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

What else do I need to know?

Warranty Disclaimer. Neither A Plus Autism nor its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns (A Plus Autism and all such parties together, the “**A Plus Autism Parties**”) makes any representations or warranties concerning the Services, including without limitation any Content contained in or accessed through the Services, and the A Plus Autism Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services or any claims, actions, suits procedures, costs, expenses, damages or liabilities arising out of or in any way related to your participation in or use of the Services. The A Plus Autism Parties make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. THE SERVICES AND CONTENT ARE PROVIDED BY A PLUS AUTISM (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE A PLUS AUTISM PARTIES BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF ONE-HUNDRED (\$100) DOLLARS, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. To the fullest extent allowed by applicable law, You agree to indemnify and hold the A Plus Autism Parties harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’ fees) arising from or in any way related to any third-party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action (“**Claim**”), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without A Plus Autism's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law. These Terms are governed by and will be construed under the Federal Arbitration Act, applicable federal law, and the laws of the State of California, without regard to the conflicts of laws provisions thereof.

Arbitration Agreement. Please read the following ARBITRATION AGREEMENT carefully because it requires you to arbitrate certain disputes and claims with A Plus Autism and limits the manner in which you can seek relief from A Plus Autism. Both you and A Plus Autism acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms, A Plus Autism's officers, directors, employees and independent contractors ("**Personnel**") are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.

(a) Arbitration Rules; Applicability of Arbitration Agreement. Any dispute arising out of or relating to the subject matter of these Terms shall be finally settled by binding arbitration in Los Angeles County, California. The arbitration will proceed in the English language, in accordance with the JAMS/Endispute LLC ("**JAMS**") Streamlined Arbitration Rules and Procedures (the "**Rules**") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction.

(b) Costs of Arbitration. The Rules will govern payment of all arbitration fees. A Plus Autism will pay all arbitration fees for claims less than seventy-five thousand (\$75,000) dollars. A Plus Autism will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

(c) Small Claims Court. Furthermore, either you or A Plus Autism may assert claims, if they qualify, in small claims court in Los Angeles County, California or any United States county where you live or work.

(d) Waiver of Jury Trial. YOU AND A PLUS AUTISM WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and A Plus Autism are

instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and A Plus Autism over whether to vacate or enforce an arbitration award, YOU AND A PLUS AUTISM WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

(e) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor A Plus Autism is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

(f) Opt-out. You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the following address: 22100 Burbank Blvd. #361G, Woodland Hills, CA 91367, USA, postmarked within thirty (30) days of first accepting these Terms. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt out of these Terms' arbitration agreement.

(g) Exclusive Venue. If you send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration agreement permits either you or A Plus Autism to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party, and both you and A Plus Autism agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, Los Angeles County, California, or the Northern District of California.

(h) Severability. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement section will be null and void. This arbitration agreement will survive the termination of your relationship with A Plus Autism.

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the A Plus Autism may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms are found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and A Plus Autism agree that

these Terms are the complete and exclusive statement of the mutual understanding between you and A Plus Autism, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of A Plus Autism, and you do not have any authority of any kind to bind A Plus Autism in any respect whatsoever.

Except as expressly set forth in the section(s) above regarding the Apple Application and the arbitration agreement, you and A Plus Autism agree there are no third-party beneficiaries intended under these Terms.