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PLEASE READ THE FOLLOWING CAREFULLY. If you are under the age of eighteen (18), please read with your parent or guardian. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS ("TERMS OF USE"), DO NOT USE THE WPS ONLINE PROPERTIES, which include our websites, our Online Evaluation System ("OES"), other online assessments, web applications, social media pages, and other internet-based, digital, or wireless offerings (hereafter collectively referred to as "Online Properties").

Use of Online Properties

By using our Online Properties, you agree to be bound by these Terms of Use. WPS reserves the right, at any time, to modify, amend, alter, or update these Terms of Use. You agree to be bound by such modifications, amendments, alterations, or updates. We encourage you to visit this page periodically to review our most current Terms of Use.

WPS authorizes you to view and download the materials from our Online Properties under the condition that all the information, communications, software, scripting, photos, text, video, graphics, sounds, images, and other materials and services found on the Online Properties (collectively "Content") may not be copied or distributed, or republished, uploaded, posted, publicly displayed, performed, or transmitted in any way, without the prior written consent of WPS. For purposes of these Terms of Use, any use of this Content on any other platform (including other websites, applications, networked computer environment, etc.) or for any purpose without WPS's written consent is prohibited.

Copyrights, Trademarks, and Service Marks

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Additionally, WPS products are protected by various intellectual property laws, including those pertaining to trade secrets, copyrights, and trademarks. Printing or reproducing copyright-protected materials or content, whether the reproductions are sold or furnished free for use, including reproduction of test items, scales, scoring mechanisms, manuals, or other content, is strictly prohibited by law and by these Terms of Use.

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There are a number of proprietary logos, service marks, trademarks, slogans, and product designations found on the Online Properties. By making them available on the Online Properties, WPS is not granting you a license to use them in any fashion. Access to the Online Properties does not confer upon you any license under any of WPS's or any third party's intellectual property rights. Use of WPS's proprietary logos, service marks, trademarks, slogans, and product designations found on the Online Properties by users is restricted as set forth in these Terms of Use.

WPS's trademarks may be used publicly only with permission from WPS. Fair use of WPS's trademarks in advertising and promotion of WPS products requires proper acknowledgment. No WPS trademark or service mark may be used as a hyperlink without WPS's prior written permission.

Disclaimer

The materials and services provided on the Online Properties are provided "as is" without any warranties of any kind, including warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property.

WPS does not warrant or make any representations regarding the availability, use, timeliness, security, validity, accuracy, or reliability of, or the results of the use of, or otherwise respecting, the Content of the Online Properties or any other websites linked to or from our Online Properties.

Unless otherwise made in writing, WPS does not warrant or make any representations regarding the use or the results of the use of the materials in the Online Properties. While WPS may make reasonable efforts to provide accurate and timely information on the Online Properties, you should not assume that the information provided is always up to date or that the Online Properties contain all the relevant information available about WPS. WPS undertakes no obligation to verify or maintain the currency of such information.

Any material downloaded or otherwise obtained through the use of the Online Properties is done at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material, or use of the Online Properties. Information found on the Online Properties may refer to products, programs, or services that are not available in your country.

Limitation of Liability

In no event will WPS be liable for any damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption, or caused by or related to errors, omissions, interruptions, defects, delay in operation or transmission, computer virus, line failure, and all other direct, indirect, special, incidental, exemplary, or consequential damages) arising out of the use, inability to use, or the results of use of the Online Properties, any websites linked to the Online Properties, or the materials or information or services contained at any Online Properties, whether based on warranty, contract, tort, or any other legal theory and whether or not advised of the possibility of such damages. If your use of the materials, information, or services from the Online Properties results in the need for servicing, repair, or correction of equipment or data, you assume all costs thereof. Because some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

Notwithstanding the foregoing, WPS's total liability to you for all losses, damages, and causes of action, including but not limited to those based on contract, tort, or otherwise, arising out of your use of the Online Properties, their Content or links, shall not exceed the amount you have paid to WPS in the previous twelve months.

Indemnification Upon Breach of Terms of Use

To the extent permitted by law, you agree to hold harmless, indemnify, and defend WPS from and against any and all claims, charges, demands, damages, liabilities, losses, expenses, and liabilities of whatever nature and howsoever arising (including but not limited to any legal or other professional fees and the costs of defending or prosecuting any claim and any loss of profit, goodwill, and any other direct or consequential loss) incurred or suffered by WPS directly or indirectly by reason of any act or omission that you commit in breach of these Terms of Use and the obligations and warranties contained herein.

Procedure for Making Claims of Copyright Infringement

WPS respects the intellectual property rights of others and expects its users to do the same. WPS will, upon receiving proper notice, act to remove or disable access to any such material as set forth in the Digital Millennium Copyright Act (DMCA) (17 USC § 512). Any notifications of claimed copyright infringement must be sent to WPS at the following address: rights@wpspublish.com. When notifying WPS of the alleged copyright infringement, please provide complete and sufficient information, including identification of the copyrighted work alleged to have been infringed, the alleged infringing material, the address and contact information for the owner of the alleged copyright material, and a statement that the information in the notification is accurate, and, under the penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the alleged copyright.

Requests for Permission to License WPS Intellectual Property

Requests to copy, translate, modify, or adapt any WPS products or other intellectual property must be in writing and emailed to rights@wpspublish.com or mailed to:

WPS – Western Psychological Services
625 Alaska Avenue
Torrance, CA 90503-5124



No Translation of English-Language Materials is Permitted

Users of the Online Properties and purchasers of WPS materials understand that English-language materials are intended to be used in English and with clients whose primary language is English. Users of the Online Properties and purchasers of WPS materials agree that they will not make any translations or alterations of WPS materials. For information on available commercial translations of WPS materials, please contact WPS Customer Service (customerservice@wpspublish.com). For information on research-only translations, or to request permission to make a translation, please contact WPS Rights and Permissions at rights@wpspublish.com.

Creating an unauthorized written translation from English-language materials violates U.S. and international laws related to intellectual property and copyright, these Terms of Use, and is expressly prohibited by the rightsholder. Absolutely no translations—including simultaneous translations, or “translations on the fly”—from English materials are authorized by WPS and are expressly prohibited. Any purchasers and users of the materials acknowledge that use through translation from English materials may not produce accurate results consistent with those published in the test manual or research literature. Use of such non-standard materials does not accord with standards of patient care, constitutes a misuse of the original materials, and may subject you to legal action. For additional information, contact WPS Research and Development at research@wpspublish.com.

Location of Online Properties

WPS controls its Online Properties from within the United States of America. Those who choose to access our Online Properties from other countries do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Content in violation of U.S. export laws and regulations. You acknowledge that by accessing the Online Properties, you are voluntarily accessing content that is physically located on servers within the United States of America.

Applicable Law and Arbitration Agreement

These Terms of Use and any disputes arising under or related to these Terms of Use (whether for breach of contract, tortious conduct, or otherwise) and any claim relating to the Content shall be governed by the internal substantive laws of the State of California. By using the Online Properties, and therefore agreeing to these Terms of Use, you agree that any claim or controversy arising out of these Terms of Use, your use of or access to the Online Properties, or your purchase of WPS products or services shall be determined by final and binding arbitration in Los Angeles County, California. The arbitration shall be held before a mutually agreed neutral arbitrator, or if no agreement, then such arbitrator shall be appointed by ADR Services in Los Angeles, California. The arbitrator shall be selected no later than thirty (30) days following notice from either party of its intention to seek arbitration and shall convene the first hearing promptly thereafter. The arbitrator may order the parties to mediate the dispute prior to the arbitration hearing upon motion from either party. The arbitrator shall be instructed, and shall use all reasonable efforts, to complete the arbitration and render his/her decision, which shall include a statement of the decision and the reasons therefore, within forty (40) days after the first hearing. The parties shall be entitled to all remedies available in a court action. YOU UNDERSTAND THAT BY YOUR USE OF ANY ONLINE PROPERTIES OR PLACEMENT OF AN ORDER WITH WPS, YOU WAIVE YOUR RIGHT TO A JURY TRIAL. Any and all legal actions, proceedings, and arbitrations arising out of or related to this Agreement shall be filed, litigated, and conducted only in Los Angeles County, California. You also waive any right to pursue any action, suit, or proceeding arising in connection with, or relating to, these Terms of Use, your use of or access to the Online Properties, or your purchase of WPS products or services, in any jurisdiction

other than as outlined in these Terms of Use.

WPS GIVEAWAYS

1. No Purchase Necessary

No purchase is necessary to enter or be the recipient of a prize in a WPS Giveaway. A purchase will not increase your chances of receiving a prize.

2. Eligibility

Most WPS Giveaways are limited to certain eligible people, e.g. attendees of a conference, licensed or trained practitioners in a certain scientific or behavioral discipline, etc. A person's eligibility is often dependent on the items being given away. For details of eligibility for a specific WPS Giveaway, please contact conventions@wpspublish.com. In addition to other restrictions, any WPS Giveaway is open only to legal residents of the United States who are at least twenty-one years old. All WPS Giveaways are void where prohibited by law.

3. Entry Methods

WPS Giveaways have different methods of entry depending on the specific event. Some WPS Giveaways may be entered via conference or convention participation (e.g. scanning name badge or similar method of entry). Some WPS Giveaways may be entered into by entering your contact information into an online form (e.g. accessed through a QR code or link that is accessible to conference or convention participants). Some WPS Giveaways may be entered into via paper form at a WPS conference booth or similar location. For details of entry methods for a specific Giveaway, please contact conventions@wpspublish.com. Limit one entry per person. Entries that are incomplete or do not adhere to the rules or specifications of a specific Giveaway may be disqualified at the sole discretion of WPS.

4. Prize Description

The specific details of the prize in a WPS Giveaway shall be solely determined by WPS. No prize substitution shall be permitted except at the discretion of WPS. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the recipient.

5. Recipient Selection and Notification

The recipient of an item or prize in a WPS Giveaway may be determined by different methods, depending on the specific Giveaway. In some WPS Giveaways, a recipient will be selected by a random drawing under the supervision of WPS. In other WPS Giveaways, the recipient may be selected in a curated manner by WPS Staff as a person or persons in the industry who have been vetted by WPS and found to be eligible to receive the item being given away by WPS (e.g. a licensed behavioral therapist may be selected to receive a behavioral therapy assessment). For details of selection methods for a specific Giveaway, please contact conventions@wpspublish.com. The selected recipient will be notified via phone, email, or other personal contact depending on the circumstances of the Giveaway. WPS shall have no liability for a selected recipient's failure to receive notices due to spam, junk email, or other security settings. If the selected recipient cannot be contacted, is ineligible, or fails to claim the item within a reasonable time from when the notification was sent, the prize may be forfeited, and an alternate recipient may be selected at the discretion of WPS.

6. Governing Law

The Giveaway is governed by the laws of the State of California, without regard to its conflict of law doctrines. As a condition of participating in this Giveaway, the participant agrees that any and all disputes and causes of action arising out of or connected with this Giveaway shall be resolved exclusively before a court located in California.

7. Decision of WPS Final

WPS reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Giveaway. WPS reserves the right, in its sole discretion, to disqualify any individual who interferes with the operation of the Giveaway or violates these Terms & Conditions.

By participating, you agree to be fully and unconditionally bound by these rules, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decision of WPS as final and binding as it relates to the content of this Giveaway.

8. Data Privacy

Information submitted by an entrant to a WPS Giveaway is subject to the Privacy Policy found at <https://www.wpspublish.com/wps-privacy-policy>. You may be asked to submit your contact information, such as your name, phone number, email, address, organization affiliation, or similar information. This information may be used by WPS to administer the Giveaway or for marketing and other business purposes. However, WPS will not sell or unnecessarily share your information. By submitting your personal information, you authorize WPS to use, manage, and store this information for the above purposes. You have the right to withdraw your consent at any time by emailing WPS at privacy@wpspublish.com.

For any questions or concerns regarding the Giveaway, please contact conventions@wpspublish.com.

General Terms

1. Equal Opportunity

WPS is an equal opportunity employer committed to a diverse workforce.

2. Termination

WPS, in its sole discretion, may terminate or restrict your use or access to the Online Properties for any reason, including, without limitation, if WPS believes you have violated or acted inconsistently with the letter or spirit of these Terms of Use.

3. Privacy

WPS recognizes the need to protect the privacy of users of the Online Properties, and to provide additional privacy protection to children. WPS encourages parents to supervise their children's online activities. For a detailed description of our information collection practices, please see our [Privacy Policy](#), which is incorporated by reference into these Terms of Use.

4. Revisions

WPS may make changes to the materials and services found on the Online Properties, or to the products and prices described, at any time without notice. You should visit this page from time to time to review the then-current Terms of Use because they are binding on you. The materials and services found on the Online Properties may be out of date, and WPS makes no commitment to update the materials and services found on the Online Properties.

5. International Orders

Customs charges and/or duties may be applied to a shipment when it enters a foreign country. The charges are determined by the country's government. If applicable, you are responsible for paying all customs charges, duties, broker fees, carrier fees, or other processing charges.

6. Additional Terms

Certain products or services offered by the Online Properties may be governed by additional terms of use and/or other agreements ("Additional Terms") presented in conjunction with those products or services. You must agree to these Additional Terms before using those areas. The Additional Terms and this Terms of Use shall apply equally. In the event of an irreconcilable inconsistency between the Additional Terms and this Terms of Use, the Additional Terms shall control.

7. Waiver

WPS's failure to enforce any part of these Terms of Use shall not constitute a waiver of any of WPS's rights under these Terms of Use, whether for past or future

It is intended to enforce any part of these Terms of Use and not constitute a waiver of any of WPS's rights under these Terms of Use, whether for past or future actions on the part of any person. Neither the receipt of any funds by WPS nor the reliance of any person on WPS's actions shall be deemed to constitute a waiver of any part of these Terms of Use. Only a specific, written waiver signed by an authorized representative of WPS will constitute a legal waiver.

8. Severability

If any provision of these Terms of Use shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

9. Acceptance of Terms

By your use of any Online Properties or placement of an order with WPS, you acknowledge you have read, understood, and agree to be bound by these Terms of Use. You agree that these Terms of Use supersede any purchase order terms that you may have provided in an order placed by you. You represent that you have the legal authority to accept these Terms on behalf of yourself or any party you represent. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE ONLINE PROPERTIES.

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