

# Baby Navigator Account Holder Terms of Use and Privacy Policy

**Last Updated:** May 11, 2023

Baby Navigator (the “Website”) is provided to you by the FIRST WORDS® Project at Florida State University and Autism Navigator LLC. The following terms and conditions, together with any documents they expressly incorporate by reference (the “Terms of Use”) govern your access to and use of the Website, including any content, functionality and services offered on, through or in combination with the Website.

Please read these Terms of Use carefully before you start to use the Website. By logging in, entering or using the Website, or by clicking to accept or agree to the Terms of Use when that option is made available to you, you accept and agree to be bound and abide by these Terms of Use. You may use the Website only for lawful purposes and in accordance with these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use the Website.

By consenting to these Terms of Use, you agree that you are providing your legal signature in electronic form, to the extent allowed by law. Children under thirteen (13) years of age are not permitted to submit information directly to the Website. By registering with the Website and accessing your account, you are attesting and warranting that you are the legal guardian of any child(ren) whose information you provide through the account and that all information is provided directly by you as the legal guardian.

## Definitions

**Provider.** A doctor, healthcare provider, early intervention provider, childcare provider, teacher, or other service provider that you authorize to access and contribute information to your Baby Navigator account.

**Personally identifiable information.** Personally Identifiable Information, or PII, is any data that could potentially be used to identify you or your family. Examples of PII collected by the Website include name, phone number and email address.

**Protected Health Information.** Protected Health Information, or PHI, includes any health related information you entered about yourself or your family in the Website. PHI includes, but is not limited to the following:

- Your child's SoCo CheckUp results
- Any family history information you chose to provide
- Demographic information, such as your age, gender, ethnicity, and occupation
- The frequency, location (home or office) and status of services provided to your child(ren)

## **Changes to the Terms of Use**

We may make changes to the Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Website following the posting of such changes means that you accept and agree to the changes. You should check this page from time to time so that you are aware of any changes to the Terms of Use, as they are binding on you.

## **Access to the Website**

Upon registration, Baby Navigator grants you a limited, nonexclusive, non-transferable, revocable right to utilize and access the Website in a manner consistent with these Terms of Use. You are solely responsible for maintaining the confidentiality of your User ID and all activities that occur using your User ID. You agree to immediately notify Baby Navigator at support@autismnavigator.com in the event that your User ID is lost or stolen, or you become aware of any unauthorized use of your User ID or any other breach of security that might affect the Website. Baby Navigator is in no way liable for any claims or losses of any kind related to the use or misuse of your User ID due to the activities of third-parties outside of Baby Navigator's control or due to your failure to maintain the confidentiality and security of your User ID.

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries). Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website or its telecommunications services, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material or data on the Website.
- Use any manual process to monitor or copy any of the material or data on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.
- Use the Website to perform any illegal activities (including without limitation defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as rights of privacy) of others.

- Impersonate anyone or any entity, falsely stating or otherwise misrepresenting your affiliation with a person or entity.
- Display advertising or commercial content.

Baby Navigator may change or discontinue, temporarily or permanently, any feature or component of the Website at any time without further notice. You agree that Baby Navigator shall not be liable to you or to any third-party for any modification, suspension, or discontinuance of any feature or component of the Website. Baby Navigator will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict user access to some parts of the Website, or the entire Website.

Full use of the Website requires Internet access and may be affected by the performance of such access. You are responsible for making all arrangements necessary for you to have access to the Website, including, without limitation up-to-date compatible browser software.

To access the Website, you will be asked to provide certain registration details and other information. You represent that the information that you provide about yourself as requested in the Baby Navigator account registration form (the "Registration Data") is accurate and complete, and you agree to update your account information, as necessary, including providing Baby Navigator with your current email address, so that you may receive notifications and other account-related communications. In accordance with the terms of the Privacy Policy, incorporated herein by reference, Baby Navigator agrees to keep confidential all personally identifiable information, including Registration Data, that you provide to Baby Navigator in order to access and use the Website.

Baby Navigator has the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **Provider Access**

As part of the Website you can give permission for Providers to view PHI and PII about you and your family.

Your decision to invite a Provider to view the PHI and PII of your family on the Website is entirely voluntary. You may remove any Provider's access to your information at any time. However, copies of PHI and PII previously disclosed to such Providers and incorporated into such Provider's records, if any, will remain in their records. Baby Navigator cannot remove such information from the Provider's records.

## **Authorized Viewers**

You may grant access to your Baby Navigator account to one or more Authorized Viewers. You may grant an Authorized Viewer access to your Baby Navigator account. When you grant access to an Authorized Viewer, the Authorized Viewer will have "read-only" access to your Baby Navigator account, i.e., the Authorized Viewer shall be authorized to view your Baby Navigator information ONLY, and will NOT be able to communicate with or otherwise engage in transactions with your Providers.

Authorized Viewers will NOT be able to complete a SoCo CheckUp or participate in monthly Check-in's. Only you will be able to add or terminate Providers. You are solely responsible for verifying the identity of, and monitoring the use by, any Authorized Viewer you select. Baby Navigator has no responsibility or liability in connection with any access to, or use of, your account and information by any Authorized Viewer.

## **Content Ownership**

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by Baby Navigator, its 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. You may not reproduce, distribute, modify, or create derivative works of, publicly display, publicly perform, republish, download, store, transmit or commercially exploit any part of the Website except as necessary to use or view the content therein and to create a reasonable number of copies of portions of such content (without modification) for your use. All rights in the Website content not expressly granted to you by Baby Navigator are retained by Baby Navigator and its licensors.

The Baby Navigator and SoCo CheckUp names and all related names, logos, product and service names, designs and slogans are trademarks of FIRST WORDS® Project or its affiliates or licensors. You must not use such marks without the prior written permission of FIRST WORDS® Project. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

If you violate any of these Terms of Use, our permission to you to use the Website automatically terminates.

## **Medical or Professional Services**

Baby Navigator is not engaged in rendering medical or other professional services, and the availability or use of the Website is not intended to create, and does not, create, any medical or other professional services relationship. Use of the Website is not a substitute for medical or other professional advice, nor is it a substitute for any medical services provider using his or her knowledge, expertise and judgment in diagnosing and treating symptoms, illnesses or other physical and mental health conditions.

## **No Warranties; Limitation of Liability**

YOU ARE RESPONSIBLE FOR ANY ACTS OR OMISSIONS RELATING TO YOUR USE OF THE WEBSITE AND FOR ANY DAMAGES INCURRED AS A RESULT THEREOF. THE WEBSITE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF

ANY KIND. WE DO NOT, AND OUR SUPPLIERS DO NOT REPRESENT OR WARRANT THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. WE AND OUR SUPPLIERS EACH DISCLAIM, TO THE EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESS AND IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ON BEHALF OF US AND OUR SUPPLIERS, ALL RESPONSIBILITY FOR ANY DAMAGES ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR CONTENT OR DATA AVAILABLE ON OR THROUGH THE WEBSITE, 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.

IF YOU ARE DISSATISFIED WITH THE WEBSITE OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY AGAINST BABY NAVIGATOR, ITS PARTNERS, AFFILIATES, SERVICE PROVIDERS, LICENSORS AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS, IS TO DISCONTINUE USING THE WEBSITE.

### **Indemnification**

You agree to defend, indemnify, and hold harmless Baby Navigator and its partners, affiliates, service providers, licensors, and its and their respective officers, directors, employees, contractors, agents, successors and assigns from and against any and all losses, liabilities, damages, and costs, including but not limited to reasonable legal and accounting fees, arising from any claims, actions, or demands related to or alleged to relate to: (a) your use of the Website; (b) your violation of the Terms of Use; or (c) your violation of any intellectual property, privacy or other third-party rights or any applicable law in connection with your use of the Website. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting and available defenses.

### **General Terms**

The Terms of Use and the resolution of any dispute related to the Terms of Use shall be governed by and construed in accordance with the laws of the State of Florida without respect to its conflict of laws principles. The parties hereto consent to the exclusive jurisdiction of the courts of Florida and agree that venue of any action arising under this Agreement shall be in Leon County, Florida. If any provision(s) of the Terms of Use is found to be contrary to law, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Baby Navigator's failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Baby Navigator in writing. These Terms of Use constitute the entire

agreement between you and Baby Navigator with respect to the subject matter herein and supersede any and all prior or contemporaneous oral or written agreements. You may not assign this agreement to any other party and any attempt to do so is void.

### **Contact Us**

All feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [support@babynavigator.com](mailto:support@babynavigator.com)

# **Baby Navigator Account Holder Privacy Policy**

**Last Updated:** May 11, 2023

Baby Navigator (the "Website") is provided to you by the FIRST WORDS® Project at Florida State University and Autism Navigator LLC. Baby Navigator respects your privacy and is committed to protecting it through compliance with this Privacy Policy ("Policy"). This Policy explains how we handle the Personal Information we collect in connection with your use of the Website and how we use and disclose that information. "Personal Information" for purposes of this Policy means information that identifies you, such as your name, address, phone number, fax number or email address.

This Privacy Policy is also subject to the provisions of our Terms of Use. Please read this Policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, you should not use the Website. By accessing or using this Website or by clicking to accept or agree to the Policy when that option is made available to you, you accept and agree to be bound and abide by this Privacy Policy. This Policy may change from time to time. Your continued use of the Website after we make changes is deemed to be acceptance of those changes, so please check the Policy periodically for updates.

## **What Personal Information We Collect**

We collect information that you provide directly to us. For example, we collect information when you create an account or otherwise communicate with us and when you use the Website to respond to survey questions or use other tools offered through the Website.

## **Children Under the Age of Thirteen**

The Children's Online Privacy Protection Act of 1998 and its rules (collectively, "COPPA") require us to inform parents and legal guardians about our practices for collecting, using and disclosing personal information from children under the age of 13. This Website is not intended for use by, and Baby Navigator does not collect information from, children under thirteen (13) years of age. Any information collected about children under the age of thirteen must be provided by the child's legal guardian. By registering with the Website and accessing your account, you are attesting and warranting that you are the legal guardian of any child(ren) whose information you provide through the account and that all information is provided directly by you as the legal guardian.

## How We Use Your Personal Information

Baby Navigator will not use your Personal Information for purposes other than those listed in this Policy unless we obtain your consent first. Baby Navigator uses your Personal Information to:

- Deliver to you any administrative notices and communications relevant to your use of the Website;
- Provide you with updates regarding the Website;
- Troubleshoot problems with the Website and detect and protect against error, fraud, or other illegal activity; and
- Enforce the Terms of Use

Baby Navigator will not sell, trade, rent, transfer or disclose your Personal Information to, or otherwise permit the use of your Personal Information by, third-parties without your consent except as otherwise stated in this Policy.

The information you submit through the Website is shared with your Provider, if any is involved in your use of the Website. The use and disclosure of your Personal Information by your Provider is subject to their organization's privacy policies. For example, if your health care provider has registered you to use the Website, the information you provide in the Website will be available to that health care provider and the use and disclosure of your information by your provider will be subject to your provider's privacy policy, including, without limitation, the provider's "Notice of Privacy Practices."

Baby Navigator may use or disclose, without restriction, information that does not identify you.

### Disclosure to Third-Parties or Affiliates

Baby Navigator may share your Personal Information with third-parties who provide services to Baby Navigator, such as information processing, customer data management, customer research, customer outreach, and other similar services. We will require these third-parties and affiliates to protect your information.

We may also disclose information about you if we determine that disclosure is reasonably necessary to enforce our Terms of Use or protect our operations or other users, or if we are required to do so by any applicable law, rule, regulation, subpoena, or other legal process. Additionally, in the event of a reorganization, merger, bankruptcy or sale, we may transfer any and all Personal Information we collect to the relevant third-party.

### Access to User Information and Your Right to Delete Your Account

The information maintained for each user assigned a User ID can be reviewed and modified by the Registered User. The accuracy of Registered User data is the responsibility of the Registered User. If you would like to cancel your account, you may do so by emailing [support@babynavigator.com](mailto:support@babynavigator.com). When you request cancellation of your account, we may retain your account information, subject to the terms of this Policy and our legal obligations. Following cancellation or termination of your account, Baby Navigator may continue to utilize de-identified historical data associated with your use of the Website.



## **Automatic Information Collection**

We may use automatic data collection technologies to collect certain information about your equipment, browsing actions and patterns, including:

- Details of your visits to our Website, including traffic data, location data, logs and other communication data and the resources that you access and use on the Website.
- Information about your computer and internet connection, including your IP address, operating system and browser type.

The Website may use "cookies" and other technologies such as pixel tags and web beacons. Browser cookies are alphanumeric identifiers in the form of text files that are inserted and stored by your Web browser on your computer's hard drive. These technologies tell us which parts of our Website you have visited and help us alert you to software compatibility issues. They are also used to analyze and improve our Website's design and functionality. If you choose to delete cookies from your device or block them from being stored on your device, please note that the full functionality of the Website may not be available to you and you will not be able to login using your User ID.

"Web beacons" are images embedded in a web page for the purpose of measuring and analyzing usage and activity. Baby Navigator, or third-party service providers acting on our behalf, may use web beacons to help us analyze usage and activity.

We may use third-party service providers to help us analyze certain online activities and improve the Website. For example, these service providers may help us measure the performance of our Website or analyze visitor activity on the Website. We may permit these service providers to use cookies and other technologies to perform these services for Baby Navigator. We do not share any Personal Information about you with these third-party service providers, and these service providers do not collect such information on our behalf. Our third-party service providers are required to comply fully with this Policy.

## **Data Security**

We use industry-standard technologies, such as firewall barriers, encryption techniques, and authentication procedures, among others, designed to protect the security of your data and to protect Website accounts and systems from unauthorized access; however, we do not represent or warrant that your data will be 100% secure.

Baby Navigator is in no way liable for any claims or losses of any kind related to the use or misuse of your User ID due to the activities of third-parties outside of Baby Navigator's control or due to your failure to maintain the confidentiality and security of your username and password. We are not responsible if someone else accesses your account through registration information they have obtained from you or through a violation by you of this Policy or the Baby Navigator Participant Terms of Use. If you have a security-related concern, please email [support@babynavigator.com](mailto:support@babynavigator.com). Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your Personal Information, we cannot guarantee the security of your Personal Information transmitted to our Website. Baby Navigator does not represent, warrant, or guarantee that your Personal Information will be protected against unauthorized access, loss, misuse, or alterations.

## **Your California Privacy Rights**

California Civil Code Section 1798.83 permits our visitors who are California residents to request certain information regarding our disclosure of Personal Information to third-parties for their direct marketing purposes. To make such a request, please contact us at:

Baby Navigator c/o FIRST WORDS Project  
Edgewater Office Park, Building A  
2312 Killearn Center Blvd  
Tallahassee, FL 32309  
[support@babynavigator.com](mailto:support@babynavigator.com)

California law requires that we disclose how Baby Navigator responds to web browser "Do Not Track" signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of personally identifiable information (as that term is defined in California law) about a consumer's online activities. Our Website does not currently support "Do Not Track" codes. That is, Baby Navigator does not currently respond to or take any action with regard to "Do Not Track" requests.

## **Users Outside of the United States**

Information that is submitted to this Website will be collected, processed, stored, disclosed and disposed of in accordance with applicable U.S. law. If you are a non-U.S. user, you acknowledge and agree that Baby Navigator may collect and use your information, as discussed in this Policy, outside your resident jurisdiction. In addition, such information may be stored on servers located outside your resident jurisdiction. U.S. law may not provide the degree of protection for information that is available in other countries. By providing Baby Navigator with your information, you acknowledge that you have read this Policy, understand it, agree to its terms and consent to the transfer of such information outside your resident jurisdiction. If you do not consent to the terms of this Policy, please do not use the Website.

## **Information Transmitted Through Other Means**

This Privacy Policy applies solely to the information provided while using the Website and does not apply to information we collect via other, non-electronic means, including, but not limited to paper correspondence and oral conveyances.

## Contact Us

All feedback, comments, requests for technical support and other communications relating to the Website or this Privacy Policy should be directed to: [support@babynavigator.com](mailto:support@babynavigator.com)