Terms of Use

Last updated April 19, 2021

1. ABOUT US

The ACT Guide for Adolescents is a product developed and maintained by the ACT Research Group (“us”, “we” or “our”) in the Psychology Department of the Emma Eccles Jones College of Education and Human Services at Utah State University (“USU”). The ACT Research Group’s contact information is: 2810 Old Main Hill, Logan, UT, 84322, USA, (385) 374-0338.

2. ABOUT OUR PROGRAM

The ACT Research Group believes in providing evidenced-based strategies to improve emotional wellbeing. The ACT Guide for Adolescents (the “Program”) offers helpful information and ways for practicing new skills in an easy-to-use online format. We deliver to users, which may include both parents/guardians and their children (together, “Users”), self-help tools via our online platform.

3. ABOUT THESE TERMS OF USE

These ACT Guide for Adolescents Terms of Use (“Terms of Use”) are legally binding terms for a User’s use of the Program. Users should also review ACT Guide’s Privacy Policy, currently located at <https://scce.usu.edu/services/act-guide/Privacy.pdf>, which contains important information about how we use data collected as a result of a User’s use of the Program. By allowing a User’s child to access and use the Program, the User agrees to comply with and be bound by these Terms of Use. ACT Guide for Adolescents reserves the right, at its sole discretion, to modify, discontinue, or terminate access to the Program at any time and without prior notice. If a User does not agree to these Terms of Use, the User should not allow his/her child to access to or use of the Program.

4. CHANGES TO THESE TERMS OF USE

The ACT Research Group may change these Terms of Use from time to time as determined by USU. If we make any material changes to these Terms of Use, we will post a notification on the ACT Guide website and registered Users will be informed via email. Allowing a User’s child’s continued use of the Program after the time the changes are communicated will indicate the User’s acceptance of the Terms of Use, including any changes.

5. YOUR CHILD’s ACCOUNT

a. Eligibility. By creating an account, the User represents and warrants that: (i) all required registration information Users submit, through ACT Guide for Adolescents, is truthful and accurate; and (ii) that the Users will maintain the accuracy of such information.  
   
b. Child’s password. When a User’s child registers or the User (parent/guardian) registers his or her child, a username and a password must be created. Users (i.e., you and your child) are responsible for maintaining the confidentiality of this password and all use of the ACT Guide account. Users agree not to use the account, username, or password of another User. Users agree to notify us immediately if they suspect any unauthorized use of their ACT Guide for Adolescents account or access to a User’s password.  
   
c. Deactivation of account & information retention. The ACT Research Group may restrict, deactivate, or terminate Users’ access to the Program if we believe that they are in breach of these Terms of Use. Users understand and agree that deactivation of an ACT Guide for Adolescents account may remove information from our live databases, but that our servers may maintain certain information for archival or legal purposes.

6. PERMITTED USE OF PROGRAM

The Program is made available to Users for non-commercial use only. Users agree not to use the Program or any of its Content to promote a product or service. Users may not modify, reproduce, download, store, distribute, publish, license, or create derivative works from the Program or from the Content. Users may not access the Program in any way that could damage, disable or overburden the Program. Users may not use any third-party APIs, software, tools or scripts to access or modify the Program or underlying technology, unless authorized in writing by ACT Guide for Adolescents.

7. LICENSE & INTELLECTUAL PROPERTY OWNERSHIP

USU grants to registered Users the personal, non-exclusive, revocable, non-transferable right to use the software and technology that is provided as part of the Program and Content for use in accordance with these Terms of Use. Users acknowledge that USU owns all right, title, and interest in and to the Program, including without limitation, all underlying software and technology, and all other Intellectual Property Rights in relation to the Program, other than that owned by third parties. “Intellectual Property Rights” means any and all intellectual property rights existing in any part of the world under applicable law, including without limitation patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all applications, renewals, extensions and restorations of such rights, now or hereafter in effect worldwide.

8. CONTENT

In all cases, “Content” means any and all text, images, photos, videos, sounds, messages, files, feedback, bug reports, or other materials and works of authorship. The Content that users encounter has different rules and restrictions, as set forth below:  
   
a. ACT Guide Content and ownership. Users hereby acknowledge and agree that USU owns or controls all right, title and interest in the Program and in the Content included within the Program, including its logos and all other Intellectual Property Rights it controls (“ACT Guide Content”).  
   
b. Content restrictions. Users hereby agree not to (i) modify, copy, publish, display, transmit, distribute, perform, sell or create derivative works based on the Content and Program; (ii) rent, lease, loan or sell access to the Program; or (iii) decompile, reverse engineer or copy any Content (other than the Content you post) or the Program. Users also agree to not remove, obscure or alter our or a third party’s copyright notice, logos, trademarks or other proprietary rights notices affixed to or contained within the Program. Users will not interfere with, disrupt or create an undue burden on the Program or the networks or services connected to the Program.

9. SUBSCRIPTION & OTHER CHARGES

We require a one-time access fee charged in advance. A User’s payment will be charged and processed by PayPal, Inc. and transferred to us.  
   
a. If a User purchase access to the Program, the User agrees that his/her access is personal to the associated Users (parent/guardian and child), and that the Users may not share their account and password with others. Any such sharing by Users of their account and password is a violation of these Terms of Use and may result in the cancellation of their access without refund. A parent/guardian-User must be at least 18 years of age and the legal guardian of the child who will be using the program to register to use the Program. After purchase, the child-User child will be able to use the Program for six months after the date of purchase.  
   
b. Payment. When a User pays for access, we will take the submitted credit card or other payment information and billing address and will collect and use such information in accordance with the ACT Guide Privacy Policy. If a designated payment method is refused or returned, the User acknowledges that we may immediately cancel Program access. Prices and payments are in United States currency only, and Users are responsible for paying any applicable taxes, unless stated otherwise.  
   
c. Refund. If, for any reason, the Program does not meet a User’s expectations, we will offer a full refund if contacted within 10 days of purchasing access. If a User receives a refund, the child-User will no longer be able to access the Program. Data a User provide us with while using the Program will still be retained in accordance with our Privacy Policy.

10. YOUR BREACH OF THESE TERMS OF USE

Any breach by a User of these Terms of Use may result in, among other things, termination or suspension of the User’s access to the Program and deactivation of associated account(s).

11. LEGAL OBLIGATIONS

To cooperate with legitimate government or regulator requests, subpoenas or court orders, to protect our systems and Users, to protect the property and rights of USU or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, illegal, unethical or legally actionable, we may access and disclose any information and Content we consider necessary or appropriate, including, without limitation, account information, device ID, IP address, usage history and other information and data.

12. DISCLAIMER OF WARRANTIES

THE PROGRAM IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITH NO WARRANTIES WHATSOEVER. NEITHER USU NOR ACT GUIDE MAKES ANY CLAIMS WHATSOEVER ABOUT ANY MEDICAL OR HEALTH BENEFITS FROM THE USE OF THE PROGRAM AND DOES NOT PURPORT TO GIVE MEDICAL ADVICE. IT IS SOLELY A USER’S RESPONSIBILITY TO CONSULT WITH LICENSED MEDICAL AND HEALTH PRACTITIONERS ABOUT A CHILD-USER’S PHYSICAL AND MENTAL HEALTH. NO DOCTOR-PATIENT RELATIONSHIP IS CREATED BY A USER’S USE OF THE PROGRAM. USU AND  ITS ACT RESEARCH GROUP EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES ASSOCIATED WITH THE PROGRAM, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT OF PROPRIETARY RIGHTS. USU DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AVAILABILITY, QUALITY AND PERFORMANCE OF THE PROGRAM. USU DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM A USER’S USE OF THE PROGRAM, AND DOES NOT GUARANTEE THAT ANY USER WILL RECEIVE ANY BENEFIT FROM THE PROGRAM. ALL USERS UNDERSTAND AND AGREE THAT USE OF THE PROGRAM IS AT THE USER’S OWN DISCRETION AND RISK.

13. LIMITATION OF LIABILITY

Under no circumstances shall USU, the ACT Research Group, or the Emma Eccles Jones College of Education and Human Services, or any of their officers, directors, employees, students, agents, or representatives be liable to any User (including a child-User) in connection with the User’s use or misuse of the Program. Such limitation of liability shall apply to prevent recovery of indirect, incidental, consequential, special, exemplary, and punitive damages whether such claim is based on warranty, contract, tort (including negligence), or otherwise (even if ACT Guide has been advised of the possibility of such damages). This limitation of liability shall apply whether the damages arise from use or misuse of and reliance on the Program, from inability to use the Program, from any claim relating to the user of the Program, or from the interruption, suspension, or termination of the Program.

14. RELEASE

The User hereby release USU, our officers, directors, employees, students, agents, and representatives from claims, demands, any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, emotional distress, death and property damage, that is either directly or indirectly related to or arises from (i) use of the Program or (ii) Users’ participation in any offline events. If a User is a California resident, the User hereby waives California Civil Code Section 1542, which states: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

15. INDEMNITY

The User agrees to defend, indemnify and hold USU, its officers, directors, employees, students, agents, and representatives harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with the Users’ access to or use of the Program or your violation of these Terms of Use.

16. RESPONSIBILITY

A User’s interaction with third parties, including any payment or delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the third party. the User agrees that USU will not be responsible for any loss or damage incurred as the result of any such dealings or with respect to any third party’s use or disclosure of the User’s personal information that the User makes available to them. If there is a dispute between a User and any third party, we are under no obligation to become involved and the User agrees not to involve us unless we request otherwise in writing; however, we reserve the right, but have no obligation, to monitor disputes between you and third parties.

17. THIRD PARTY SERVICES AND PARTNER COMMUNITIES

The Program may contain links to third party applications, websites or services, and also may be accessed via a plug-in through third party applications, websites or services (“Third Party Services”). We may also enable sharing and interoperability to Third Party Services, Partner Communities and other Users or use other means that allow a User to connect the Program to Third Party Services, Partner Communities and other users. the User uses all such connections to Third Party Services and Partner Communities at his/her own risk. To the extent such links are provided by us, they are provided only as a convenience and do not imply our endorsement of or affiliation with such Third Party Service or Partner Community. While we will always strive to select the best partners, we accept no responsibility for the quality, content, policies or reliability of Third Party Services or Partner Communities or for links back to the Program. The User should review applicable terms and policies, including privacy and data gathering practices, for any Third Party Services or Partner Communities and should make whatever investigation necessary or appropriate and choose appropriate settings for sharing the User’s personal information before proceeding with any interaction with a Third Party Service or Partner Community.

18. COMMENTS

If a User has comments on the Program or ideas on how we might improve, please contact us at ACTGuide@usu.edu. If a User submits any comments or ideas to us, the User hereby grants to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license under any and all Intellectual Property Rights that the User owns or controls to use, copy, modify, create derivative works based upon and otherwise exploit the comments and ideas for any purpose. The licenses granted under this Section shall survive the termination or expiration of these Terms of Use.

19. INITIAL RESOLUTION OF QUESTIONS OR DISPUTES

If a User has any questions or concerns about the Program or these Terms of Use, we strongly encourage the User to first contact us at ACTGuide@usu.edu directly.

20. ARBITRATION

For any claim where the total amount of the award sought is less than $10,000 (excluding claims for injunctive or other equitable relief), either party may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Any dispute resolution proceedings, whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a named or unnamed member in a class, consolidated, representative or private attorney general legal action.

21. LAW AND JURISDICTION

These Terms of Use shall be governed by the laws of the State of Utah without giving effect to any conflicts of laws principles that would require the application of the law of a different jurisdiction. The User agrees that any claim or dispute against USU or ACT Guide must be resolved by a court located in Cache County, Utah, except as otherwise agreed by the parties or as in the arbitration option. The User agrees to submit to the personal jurisdiction of the courts located within Cache County, Utah for the purpose of litigating all such claims or disputes.

22. MISCELLANEOUS PROVISIONS

If for any reason a court finds any provision or portion of these Terms of Use to be unenforceable, the remainder of the Terms of Use will continue in full force and effect. The provisions of these Terms of Use that by their nature are continuing will survive any termination. The Terms of Use is the entire agreement between the parties with respect to the use of the Program and supersedes and replaces all prior or contemporaneous communications or agreements, written or oral. Any waiver of any provision of these Terms of Use will be effective only if in writing and signed by ACT Guide.

□ I hereby agree to the Terms of Use and agree to allow my child to access the ACT Guide for Adolescents. I agree to allow the ACT research group to contact my child at the e-mail I provide so that my child can register for an account with the ACT Guide for Adolescents. I warrant that I am at least eighteen (18) years of age and the legal guardian of the child who will access the Program. I understand and agree that by checking this box and providing an e-mail, I am electronically signing and agreeing to be bound by the Terms of Use.