

Terms and Conditions of Use and Privacy Policies

Effective June 2018

BCIA is committed to keeping your e-mail address confidential.

We do not sell, rent nor lease to third parties the emails of certificants, applicants, webinar participants, nor anyone else with whom we conduct business.

Welcome to the Website of the Biofeedback Certification International Alliance (BCIA). This site is provided as a service of BCIA.

1. **Agreement.** By using the BCIA website (www.bcia.org), you agree to these Terms and Conditions of Use (Terms of Use). BCIA reserves the right to change these Terms of Use from time to time. The current "Terms and Conditions of Use Agreement" will always be posted on the Site, and you may view it at any time through the link at the bottom of any public page of the Site.
2. **Description of Service.** www.bcia.org consists of several sections, some of which may have restricted access.
3. **Intellectual Property.** The entire contents and design of the Site, including all trademarks, logos, trade names, documents, databases, graphic representations, and other information, are the property of BCIA, or used by BCIA with permission, and are protected under U.S. and international copyright and trademark laws, whether or not a notice of copyright, trademark, or other proprietary rights appears on the screen displaying the information. Except as otherwise provided herein, users of the Site may save and use information contained on the Site only for personal or other noncommercial, educational purposes. No other use, including, without limitation, reproduction, retransmission or editing, of Site information may be made without the prior written permission of BCIA which may be requested by contacting BCIA at info@bcia.org.
4. **Limitation of Liability.** In no event shall BCIA or its officers, directors, certificants, staff, or agents, be liable for any damages of any kind, including, without limitation, any special, incidental, indirect, or consequential damages, whether or not advised of the possibility of such damages, and on any theory of liability whatsoever, arising out of, or in connection with, the use or performance of the Site or any content appearing on the Site.
5. **Disclaimer.** BCIA makes no warranty, guaranty, or representation regarding the accuracy, content, completeness, reliability, operability, or legality of information contained within the Site, including, without limitation, the warranties of merchantability, fitness for a particular use, and non-infringement of propriety rights. The information, opinions, and recommendations presented within the site are for general information only. Such information should not be considered medical advice and is not intended to replace consultation with a qualified physician. Unless specifically stated otherwise, BCIA does not endorse, approve, recommend, or certify any information, product, process, service, or organization presented or mentioned on the Site, and information from the Site should not be referenced in any way to imply such approval or endorsement. Moreover, BCIA makes no warranty that the Site, or the server that makes it available, is free from viruses, worms, or other elements or codes that manifest contaminating or destructive properties. **BCIA expressly disclaims any and all liability or responsibility for any direct, indirect, incidental, consequential, special or other damages arising out of any**

individual's use of, reference to, reliance on, or inability to use, the Site or the information presented on the Site. In any jurisdiction that does not permit such a disclaimer of liability, BCIA's liability shall be limited to the greatest extent allowed by applicable law.

6. **Links.** Links or pointers connecting the Site with other Internet sites are provided as a courtesy only and do not imply, directly or indirectly, the endorsement, sponsorship, or approval by BCIA of the linked site, the organization or individual operating the site, or any product, service, individual, or organization referenced in the site. In general, any Website that has an address (or URL) that does not contain "BCIA.org" is a linked Website. The content of any linked site does not necessarily reflect the opinions, standards or policies of BCIA. Linked sites are not under the control of BCIA, and BCIA is not responsible for the content of any linked site, any links contained within a linked site, any changes or updates to such sites, or the compliance with applicable laws of such linked sites.
7. **DMCA Notice and Takedown Procedures.** BCIA abides by the federal Digital Millennium Copyright Act (DMCA) by responding to notices of alleged infringement that comply with the DMCA and other applicable laws. As part of its response, BCIA may remove or disable access to material on the Site that is claimed to be infringing, in which case BCIA will make a good-faith attempt to contact the person who submitted the affected material so that person may make a counter notification, also in accordance with the DMCA. By posting material to the Site, the posting party represents and warrants that he or she owns the copyright with respect to such material or has received permission from the copyright owner. In addition, the posting party grants BCIA and users of the Site the nonexclusive, unrestricted, royalty-free right and license to display, copy, publish, distribute, transmit, print, and use such information or other material. Anyone who believes that material posted on the Site infringes on his or her copyrighted work should refer to the **Procedures for Requesting Removal of Infringing Material.**

Procedures for Requesting Removal of Infringing Material

The owner of a copyrighted work (or the agent for the owner) who believes that material posted on www.bcia.org infringes on the copyrighted work may request that the allegedly infringing material be removed from the Site by notifying BCIA's designated agent for such purposes. The notice of alleged copyright infringement must:

- a) identify in sufficient detail the copyrighted work claimed to have been infringed;
- b) provide the electronic or physical signature of the copyright owner or a person authorized to act on the owner's behalf;
- c) include a statement by the copyright owner or authorized agent that he or she has a good faith belief that the disputed use is unauthorized;
- d) include a statement that the information contained in the request is accurate and an attestation, under penalty of perjury, that the requesting party is the copyright owner or authorized agent; and
- f) include the copyright owner's or authorized agent's name, mailing address, telephone number, and email address.

A notice of alleged copyright infringement may be submitted to BCIA's designated copyright agent by mail or email as set forth below:

Executive Director
BCIA
5310 Ward Rd, #201
Arvada CO 80002
info@bcia.org

Please note that anyone who submits a false notice and materially misrepresents that content on the Site is infringing may be liable for damages, including court costs and attorneys' fees. Upon receiving a proper notice, BCIA will remove or disable access to the allegedly infringing material and promptly notify the alleged infringer of the owner's claim. BCIA also will advise the alleged infringer of the statutory counter-notification procedure described below, by which the alleged infringer may respond to the claim and request that his or her material be restored.

Anyone who believes that his or her own copyrighted material has been removed by BCIA from the Site as a result of mistake or misidentification may submit a written counter-notice to BCIA's designated copyright agent. To be effective, a counter-notice must:

- a) identify the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled;
- b) include a statement consenting to the jurisdiction of the federal district court in which the submitting party's address is located or, if the address is outside the United States, any judicial district in which the service provider may be found;
- c) include a statement that the submitting party will accept service of process from the party that filed the notice of alleged copyright infringement or the party's agent;
- d) provide the submitting party's name, address, and telephone number;
- e) include a statement, under penalty of perjury, that the submitting party has a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- f) include the submitting party's physical or electronic signature.

A counter-notice may be submitted to BCIA's designated copyright agent by mail or email as set forth below:

8. **Choice of Law and Forum.** This Agreement is entered into and performed in the State of Colorado United States of America, and is governed by the laws of Colorado exclusive of its choice of law or conflict of laws provisions. In any claim or action directly or indirectly arising under this Agreement or related to www.bcia.org, each party irrevocably submits to the exclusive personal jurisdiction of the state courts located in Jefferson County, Colorado or United States District Court, whichever has jurisdiction, and each party waives any jurisdictional venue or inconvenient forum objections to such court.
9. **Complete Agreement.** If any provision or provisions of this Agreement are held by a court or other tribunal of competent jurisdiction not to be enforceable, then such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in

full force and effect. These Terms of Use supersede any other statements included elsewhere on the Site, which are inconsistent or conflicting with these Terms of Use.

10. **Amendments.** BCIA reserves the right to modify or change the terms and rules for use of the Site as it determines from time-to-time in the best interests of BCIA. Use of the Site constitutes the user's continuing agreement to be bound by these Terms of Use as they are amended from time to time.