



General Terms and Conditions of Sale with Michael Nicolosi

ART. 1 PURPOSE OF THE AGREEMENT

Michael Nicolosi (behavioral consultant) offers online training based on ABA (Applied Behavior Analysis).

The final recipient of the service is here named "client".

ART. 2 NATURE OF THE SERVICE AND RESPONSIBILITIES

The present service is an online training accessible via online streaming platform. Michael Nicolosi will provide a URL (internet address) and instructions to gain access to the training.

Communications will be sent to the e-mail indicated by the client at the moment of the registration. It is the responsibility of the client to have the availability of a computer, a high-speed internet connection and to download the software that is necessary to attend the event.

In the event of malfunctions of the internet connection and/or computer and/or the aforementioned software such as to prevent the proper attendance of the training, Michael Nicolosi cannot in any way be considered responsible.

It is the client's responsibility to check the SPAM folder of their e-mail account for communications.

The training involves lectures, online practical activities and laboratories carried out by Michael Nicolosi or his delegates.

During the laboratories, Michael Nicolosi or his delegates will describe ABA educational procedures aimed at changing behavior mentioned by the client.

Michael Nicolosi assumes no responsibility for the implementation of the ABA educational procedures described during the training. It will be up to the client to decide whether to actually apply the described ABA educational procedures or to stop at a hypothetical level in relation to the mentioned behavior.

Any implementation of the ABA educational procedures described by Michael Nicolosi will take place under the client's own responsibility.

The client is required to refer to their professional bodies and/or their workplace supervisors for any clarification regarding the possibility of incorporating ABA educational procedures during their professional practice. Any implementation should also be congruent with the client's sphere of expertise and professional ethics.

Similarly, any implementation of the ABA educational procedures learned during the training by parents or relatives of people with autism or other condition will take place under the responsibility of the parent or relative, with no liability on the part of Michael Nicolosi.

During the training, Michael Nicolosi will explain and demonstrate the potential intervention. Should the client have any doubts or needs for implementation of ABA educational procedures, it is suggested that he/she refers to their behavior analyst, who will advise and direct appropriate implementation after evaluation of the individual case.

The training offered by Michael Nicolosi is in no way a substitute for the intervention of a qualified professional responsible for a potential recipient of the ABA educational procedures.

The training offered is based on the international scientific literature freely accessible to anyone and aims to teach and show practical application of ABA educational procedures in a manner unrelated to any professional and educational background.

For this reason, the training offered is accessible to any professional figure, teachers and even parents of children or young people with behavior difficulties.

The training must not be intended as a guide for solving behavioral problems with respect to the client's customers, students or relatives.

This training is not meant to teach psychology or psychotherapy, deferring such training to entities that have the authority to do so.

Michael Nicolosi may delegate part of the training to a collaborator of his choice.

ART. 3 ACCEPTANCE PROCESS

In order to be accepted, the client will have to fill in the registration form related to the event on the Data Driven ABA website (www.datadrivenaba.com). The client must also be over 18 years of age and hold a high school diploma.

ART. 4 DURATION AND CLOSURE

The aim and duration of the training is specified in the flyer of the event on the Data Driven ABA website.

Michael Nicolosi has the right to cancel the event for whatever reason. **In case of cancellation, “cancellation policy” applies.**

ART. 5 COSTS, PAYMENTS, BILLING

The charges for the training (76 hours of teaching + final examination) are as follow: **CHF 2,050.00**, including application fees, applicable VAT (according to legal requirements and possible amendments) and non-optional supplements of any kind.

Payment will be required in advance by bank transfer. Upon request, payment will also be possible by credit card (4% surcharge). If the client signs up before the end of **January 2023**, the client will get a **CHF 800.00** discount.

The charges include 1 theoretical and practical examination that will be available at the end of the course. If the candidate fails the examination, further examinations will be charged at the cost of CHF 180.00 (1h).

The charges are related to the training offered by Michael Nicolosi and his delegates and do not include any other costs related to the IBT® certification. For procedures and costs related to the IBT® certification, please consult www.theibao.com.

Cancellation policy:

The client can request cancellation by writing an e-mail to michaelnicolosi@datadrivenaba.com **up to 30 days before the event start date** (event start date indicated on www.datadrivenaba.com).

E.g. if the training starts on 1 April 2023, you may cancel your registration no later than 2 March 2023.

The agreed service will be invoiced 100% if the cancellation request is submitted late (less than 30 days before the start date of the event, e.g. after 2 March 2023).

In case of cancellation or shifting of the course start date by Michael Nicolosi, the client has the right to receive a complete refund.

ART. 6 PROVISION OF THE SERVICE

The training will be carried out online, via online streaming platform.

For a proper attendance to the training, the client must be equipped with internet connection, computer and software as indicated by Michael Nicolosi. Communication will be sent via email to the email address indicated by the client during the registration.

It is the client's responsibility to check the SPAM folder of their e-mail account for communications.

ART. 7 CONFIDENTIALITY AND DATA PROTECTION

1. Michael Nicolosi will uphold the strictest confidentiality. Data will be collected according the conditions of the Swiss Federal Act on Data Protection.
2. By signing the present agreement, the client authorizes Michael Nicolosi to process (i.e.: to store, edit, use and communicate) personal data (personally identifiable information) concerning the client, including pictures and videorecordings recorded during the event.
3. The nature of the processed personal data could be related to personally identifiable information (e.g.: name and address).
4. Stored and communicated personal data will be in the form of written texts, documents, images, video and audiorecordings.
5. Personal data shall be processed in order to
 - a. provide the requested service
 - b. improve the requested service
 - c. request the payments of bills
 - d. fulfil law and taxes related duties

Audio and videorecordings of the event, involving pictures, videos and audios of the client, may be

published online, on the web and on social media channels, in order to spread relevant information and for marketing and advertising purposes. No other personal information of the client will be published.

6. Security measures for personal data processing will be commensurated to risk level according to law (e.g.: encryption, storage of data on a password and firewall protected personal computer, lock room and lock devices to prevent unauthorized accesses, log processing, etc.).
7. The client, who declares to be informed about the general security level of the followings, authorizes the communication of personal data through remote communication systems (in any case protected by one or more passwords) such as:
 - a. e-mail services entrusted to different service providers;
 - b. instant messaging and videoconferencing software for smartphones, tablets or computers;
 - c. clouding services;
 - d. telephone.

The communication tools will be used to exchange information and personal data between authorized persons and bodies (listed at point 9) according to the purposes listed at point 5). Communicated personal data will have the forms listed at point 4).

8. At any moment the client can:
 - a. request confirmation of the existence of the personal data that he/she provided in Michael Nicolosi's archive;
 - b. obtain information about the purposes of processing, the categories of personal data, the recipients or categories of recipients to whom the personal data have been or will be communicated and the period of storage;
 - c. obtain the rectification and complete cancellation of personal data from Michael Nicolosi's archive;
 - d. obtain the restriction of processing;
 - e. obtain the portability of the data, i.e., receive them in a structured, commonly used and machine-readable format, and transmit them to a different data controller;
 - f. object to the processing of data at any time, including the case of processing for direct marketing purposes;
 - g. request access to and rectification or erasure of personal data or restriction of processing;
 - h. withdraw consent for data processing at any time;
 - i. lodge a complaint with a supervisory authority.

9. Communication and discussion of personal data will be done by Michael Nicolosi only with authorized persons and bodies, which include:
 - a. the client;
 - b. third parties such as Michael Nicolosi's lawyers, courts or accountants;
 - c. public and/or private bodies that might play a role in the service provision (e.g. billing);
 - d. the professionals listed on the website www.datadrivenaba.com (included the owner of the website), which constitute Michael Nicolosi's working team, in any case bound by confidentiality;
 - e. law enforcement officials.

Audio and videorecordings of the event, involving pictures, videos and audios of the client, may be published online, on the web and on social media channels, in order to spread relevant information and for marketing and advertising purposes. No other personal information of the client will be published.

Communication of personal data will be done to the above-mentioned authorized persons and bodies for purposes listed at point 5). Data communicated shall be restricted and commensurate to the needs. Any authorized person or body shall be held responsible for data protection after communication has been made.

10. The client is informed that some of the professionals listed on the www.datadrivenaba.com website are residents of Italy. The client is informed that it may be necessary to transfer partially or fully, by paper or digital means and in accordance with EU Regulation 2016/679 ("GDPR 2016/679") personal data to the foreign professional.

The client therefore hereby gives consent to the possible transfer of personal data abroad for the purposes listed at point 5).

11. Unless otherwise specified, authorization to share personal data with any person or bodies not mentioned here will be taken for granted after written communication (e.g., digital communication) of the contact of the person or bodies by the client for purposes related to the service.
12. The client is informed that Michael Nicolosi does not use profiling systems (automated form of processing to collect personal data and evaluate clients).
13. The client authorizes Michael Nicolosi to destroy all personal data entrusted to him after the expiry of 10 years from the termination of this contract, without prior notification.

14. The client undertakes not to disseminate any documents of those delivered by Michael Nicolosi to people unrelated to the service.
15. The client is responsible for data processed on his/her own computer and in his/her premises.
16. For any question or request related to data processing, the client can make contact via e-mail with Michael Nicolosi (michaelnicolosi@datadrivenaba.com).

ART. 8 MISCELLANEOUS

1. Technical steps involved to consider the present contract as signed

The present contract will be considered read, accepted and signed after the client has:

- a. filled in the registration form on the www.datadrivenaba.com website with all the personal information required for his/her case;
- b. checked all the checkboxes related to the acceptance of the present contract;
- c. submitted the registration form with one click on the button "I ACCEPT";
- d. paid the charges for the training.

After submitting the registration form, the client will receive an e-mail with all the personal information provided. Should any of the information reported in the confirmation e-mail be wrong, the client must immediately inform Michael Nicolosi sending an e-mail to michaelnicolosi@datadrivenaba.com.

Payment will be requested by credit card or bank transfer.

2. Applicable law and competent court

This contract shall be exclusively governed and construed by the laws of Switzerland.

All disputes arising out of or in connection with this contract, including disputes on its conclusion, binding effect, amendments, termination, and confidentiality of data shall be exclusively decided by the competent Swiss courts in the canton Schaffhausen (Switzerland).

The parties do expressly agree that the place of performance of the characteristic service is Schaffhausen, Michael Nicolosi's place of business.

3. Insurance

Michael Nicolosi is covered by professional liability insurance. This coverage is offered only for clients invoiced by Michael Nicolosi and is not valid for damage produced by any other professional or for any liability occurring prior to this contract commencing, even if the client subsequently becomes a client of Michael Nicolosi's.

4. Warranty and refund

All payments sent in advance will correspond to services. In case of cancellation by the client (according to cancellation policy) or in case of any personal or professional problem related to Michael Nicolosi involving complete cancellation of the training, the client has the right to request and receive a complete refund.

5. Changes of contract

Any changes to this contract must be in writing and will be published on the www.datadrivenaba.com website. Clients will be informed by e-mail 8 weeks in advance. The client has the right to raise an objection to the changes by e-mail and cancel the contract.

6. Duration

The contract ends after all the 76 hours of teaching are performed by Michael Nicolosi or his delegates and an appointment for the examination is provided by Michael Nicolosi for the client.

7. Receiving fraudulent files

If the client receives any files from Michael Nicolosi, whether through e-mail or any other channel, the client agrees to check and scan this file for any virus or malicious software prior to opening or using this file.

8. Compliance with laws and law enforcement

Michael Nicolosi cooperates with government and law enforcement officials to enforce and comply with the law.

Michael Nicolosi may disclose information necessary or appropriate to protect the safety of the public or any person, to respond to claims and legal processes (including but not limited to subpoenas), and to prevent or stop any activity that may be illegal or dangerous.

The client should also be aware that Michael Nicolosi may be obliged to disclose information to allow law enforcement or to

other authorities to conform to their professional and legal responsibilities.

Specifically, and without limitation, the client should be aware that the law might require Michael Nicolosi to disclose information and/or take action in the following cases:

- a. reported or suspected abuse of a child or vulnerable adult;
- b. serious suicidal potential;
- c. threatened harm to another person;
- d. court-ordered presentation of treatment.

9. Responsibility in case of use of insecure means of communication

The client accepts any risks that e-mails, instant messaging or videoconferencing software for smartphones, tablets or computers and clouding services may not be a fully secure and confidential means of communication.

Michael Nicolosi will not be liable for any loss or damage suffered as a result of communicating with the client in this manner.

10. Emission of tax documents

Michael Nicolosi will send the client an invoice for the provided services via email.

The client shall indemnify Michael Nicolosi against any liability arising from the issue of incorrect invoices or any other tax documents due to errors in the data provided by the client himself/herself, the client being solely responsible for correct data entry.

11. Violation of Terms and Conditions

The client will indemnify Michael Nicolosi, defend him, and hold him harmless from and against any and all claims, losses, causes of action, demands, liabilities, costs or expenses (including, but not limited to, litigation and reasonable attorneys' fees and expenses) arising out of or relating to any of the following:

- a. a client's violation of any of the provisions of this contract;
- b. non-payment for any of the services;
- c. a client's violation of any third party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right.

This clause shall survive expiration or termination of this contract.

12. Responsibility of the client

- a. I hereby confirm that I am legally able to consent to receive the service. Furthermore, I hereby confirm that I am legally able to enter into a contract.
- b. I hereby confirm that all the information that I have provided, and the information that I will provide in the future, is accurate, true, current and complete. Furthermore, I agree that during the term of this contract I will make sure to maintain and update this information so that it will continue to be accurate, current and complete.
- c. I hereby assure, once I have read, accepted and signed the present contract by clicking on the button "I ACCEPT" of the www.datadrivenaba.com website, that I will print and keep the present contract in my records.

13. Others

In the event that one or more provisions of these Contract are or become in whole or in part invalid, this does not affect the validity of the remaining provisions of this contract.

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