



USER POLICY AND TERMS OF USE THE BEHAVIOR ANALYST COMPANION

Last Updated: 4.6.2026

1. Purpose of the Application

The Behavior Analyst Companion is designed to support behavior analysts in reflecting on their professional experiences, monitoring personal well-being, tracking professional development, and understanding workforce trends within the field of applied behavior analysis.

Features may include personal reflection tools, well-being check-ins, professional wins tracking, workforce pulse insights, supervision session reflection tools, goal setting and engagement tracking, and informational suggestions.

The Application is intended to support the professional behind the caseload and is not designed to influence clinical care, workplace decision-making, supervision practices, or professional judgment.

2. Intended Users

The Application is intended for behavior analysts and individuals working within the applied behavior analysis profession. By using the Application, users represent that they are accessing it for professional reflection, personal development, or workforce insight purposes.

3. No Clinical, Professional, or Employment Advice

The Behavior Analyst Companion does not provide clinical guidance, treatment recommendations, or supervision. The application does not recommend behavioral interventions, interpret clinical data, provide treatment plans, replace supervision or consultation, or provide legal, medical, or ethical advice. Users remain fully responsible for all professional and clinical decisions made in their practice. Nothing within The Behavior

Analyst Companion should be interpreted as influencing clinical judgment or treatment decisions.

4. AI-Generated Content Disclaimer

Certain features of The Behavior Analyst Companion may generate automated or AI-assisted content, including suggestions, reflections, summaries, or insights based on user-entered information or aggregated data trends.

Such content is provided solely for **informational and reflective purposes** and does not constitute clinical, professional, legal, or employment advice.

AI-generated content:

- is not individualized professional guidance
- may be incomplete, inaccurate, outdated, or not applicable to a user's specific circumstances
- does not account for the full context of a user's professional responsibilities, environment, or obligations
- should not be interpreted as instructions, recommendations, or standards for practice

Users acknowledge and agree that:

- they will independently evaluate all AI-generated content
- they will not rely on such content to make clinical, supervisory, workplace, or professional decisions
- they remain solely responsible for all actions taken in their professional role

The Behavior Analyst Companion App does not guarantee the accuracy, reliability, or suitability of AI-generated content and assumes no liability for decisions or outcomes resulting from its use.

5. Professional Responsibility

Users of The Behavior Analyst Companion remain fully responsible for all aspects of their professional practice.

This includes, but is not limited to:

- compliance with applicable laws and regulations
- adherence to professional and ethical standards governing behavior analysis

- clinical decision-making and service delivery
- supervision practices and oversight of personnel
- documentation, reporting, and recordkeeping requirements
- workplace conduct and employment-related decisions

Use of The Behavior Analyst Companion does not alter, replace, or diminish these responsibilities.

The Application does not:

- provide supervision or consultation
- establish standards of care
- define acceptable professional practices
- verify compliance with regulatory, certification, or employer requirements

Users are expected to exercise independent professional judgment at all times and to seek appropriate supervision, consultation, or professional support when needed.

The Behavior Analyst Companion App is not a substitute for professional training, supervision, or ongoing competency development.

6. No Supervisory or Professional Relationship

Use of The Behavior Analyst Companion does not create any form of professional relationship between the user and NASQN or The Behavior Analyst Companion App.

This includes, but is not limited to:

- a clinical supervision relationship
- a consulting or advisory relationship
- a mentorship or coaching relationship
- a therapeutic or counseling relationship
- a fiduciary or duty-of-care relationship

The Behavior Analyst Companion App does not provide individualized guidance, supervision, consultation, or oversight of professional practice.

Any content, insights, or suggestions provided through the Application are general and non-personalized, and do not constitute professional services.

Users acknowledge and agree that:

- no professional relationship is formed through use of the Application
- NASQN and The Behavior Analyst Companion App do not assume responsibility for the user's professional activities
- the Application does not create any duty to monitor, advise, supervise, or intervene

Users remain solely responsible for seeking appropriate supervision, consultation, or professional support from qualified individuals in accordance with their professional and regulatory obligations.

7. Supervision and Quality Feature Disclaimer

The Behavior Analyst Companion may include features that allow users to log, organize, or reflect on supervision activities, processes, or outcomes (including features labeled as "Quality" or similar).

These features are provided solely as **self-management and reflection tools**, and some of those tools such as Quality features enable users to engage in self-management behaviors that users themselves can apply to evaluate supervision quality.

The features of the app are not intended to:

- evaluate supervision quality
- assess professional competence
- establish or define standards of care
- recommend or prescribe supervision practices
- determine appropriate clinical or supervisory actions
- verify or document compliance with certification, licensing, regulatory, or employer requirements

Any labels, categories, examples, or metrics presented within these features (including references to supervision processes, performance indicators, or outcome tracking) are **informational and illustrative only** and should not be interpreted as required practices, benchmarks, or professional standards.

The Application does not interpret supervision data, validate user entries, or provide feedback regarding the adequacy, effectiveness, or correctness of supervision activities.

Users acknowledge and agree that:

- all supervision practices and decisions remain their sole responsibility

- the Application does not guide, direct, or oversee supervision
- the Application should not be used for documentation, auditing, performance evaluation, or compliance purposes
- the Application should not be used to demonstrate compliance with certification, licensing, or regulatory requirements, including supervision standards or documentation obligations

The Behavior Analyst Companion App assumes no responsibility for supervision practices, outcomes, or decisions made by users.

8. Not a Performance Evaluation Tool

The Behavior Analyst Companion is not a performance evaluation, assessment, or competency measurement system.

The Application does not:

- evaluate or rate professional performance
- assess competence, skill level, or effectiveness
- provide performance scores or rankings
- determine whether a user is meeting professional standards
- generate validated assessments of supervision, clinical practice, or professional behavior

Any data, metrics, visualizations, or summaries presented within the Application (including trends, percentages, graphs, goals, streaks, or activity logs) are derived solely from user-entered information and are provided for **personal reflection purposes only**.

Such information:

- is not independently verified or validated
- does not represent an objective or standardized measure of performance
- should not be interpreted as an evaluation of quality, effectiveness, or professional adequacy

The Application is not intended to be used:

- for employee evaluation or performance review
- for supervision assessment or competency determination
- for promotion, disciplinary, or employment-related decisions

- as a substitute for formal evaluation processes

Users acknowledge and agree that any interpretation of data within the Application is their own and that the Application does not provide performance judgments or conclusions.

9. Goal Setting and Engagement Features

The Behavior Analyst Companion may include features that allow users to set personal goals, track progress, and receive visual or interactive feedback (including streaks, milestones, notifications, or other reinforcement-based elements).

These features are intended solely to support **user engagement, self-reflection, and personal organization**.

They are not intended to:

- evaluate or measure professional performance
- indicate the quality, effectiveness, or adequacy of professional practice
- establish benchmarks, targets, or standards of care
- recommend or prescribe professional actions or priorities
- determine whether a user is meeting professional, ethical, or regulatory expectations

Any goals set within the Application are **user-defined** and are not validated, endorsed, or recommended by The Behavior Analyst Companion App.

Any feedback provided (including visual indicators, progress tracking, or reinforcement features such as streaks or celebratory messages):

- reflects only user-entered activity or goal completion
- does not represent professional achievement, competence, or quality
- should not be interpreted as approval, validation, or evaluation of professional practice

Users acknowledge and agree that:

- goals are personal and self-directed
- the Application does not guide or determine appropriate professional goals
- engagement features are designed to encourage consistent use of the Application, not to assess or improve professional performance

The Behavior Analyst Companion App assumes no responsibility for how users set, interpret, or act on goals within the Application.

10. Personal Reflection Data

Users must not enter confidential client information. NASQN does not monitor or evaluate user entries. Certain features allow users to record personal reflections, check-ins, or professional milestones. This information is intended solely for the user's personal use. NASQN does not monitor individual reflections and does not evaluate professional competence through the application. Users are responsible for ensuring that no confidential client information is entered into the application. The application should never be used to record client names, protected health information, clinical records, or identifiable treatment data.

11. Workforce Pulse Data

The Behavior Analyst Companion may collect anonymous responses to workforce pulse questions to better understand trends within the profession. These responses are aggregated, anonymized, and analyzed only at the group level. NASQN may use aggregated data to produce workforce insights or reports intended to support the improvement of ABA service quality and professional sustainability. Individual user responses will never be publicly identifiable.

12. Data Privacy and Security

NASQN takes reasonable steps to protect the security and confidentiality of user data. However, no digital system can guarantee complete security. By using the application, users acknowledge that they provide information voluntarily. NASQN does not sell personal user data to third parties. Aggregated, anonymized workforce data may be used for research, reporting, or professional insight purposes.

13. Non-Commercial Use of Data

The Behavior Analyst Companion is operated by the National ABA Service Quality Network (NASQN), a nonprofit professional association organized under Section 501(c)(6) of the Internal Revenue Code.

Data collected through the Application is used solely to support NASQN's mission, including:

- advancing professional development among behavior analysts
- improving workforce sustainability and well-being
- generating field-level insights into professional experiences
- supporting quality improvement initiatives within applied behavior analysis

- contributing to quality research, education, and professional discourse

All data used for these purposes is aggregated and anonymized, and is not used to identify, evaluate, or report on individual users.

The Application is not designed or intended to function as:

- a commercial data analytics platform
- an employer-facing reporting or monitoring system
- a tool for evaluating employee performance or professional competence
- a system for generating individual-level performance metrics for third-party use

NASQN does not sell individual user data.

NASQN does not provide user-level data to employers, organizations, or third parties for purposes of evaluation, monitoring, or decision-making.

Any insights, reports, or outputs generated from Application data are intended for **general informational, educational, or research purposes** and reflect aggregated trends only.

Users acknowledge and agree that:

- their data may be included in anonymized, aggregated analyses
- such analyses are used to support NASQN's nonprofit mission
- no individual user data will be used to evaluate, rank, or report on professional performance

14. Aggregated Data and Workforce Insights

To improve the understanding of professional experiences in the behavior analysis workforce, The Behavior Analyst Companion may collect certain user responses related to professional well-being, workplace experiences, and career development. By using the application, users acknowledge and agree that NASQN may collect and analyze such information in aggregated and anonymized form. NASQN may compile aggregated data to produce workforce insights, summaries, and trend analyses. Examples may include workforce pulse reports, professional well-being summaries, industry trend analyses, and quality improvement insights. No individual user will be publicly identified through this data.

15. Research, Publication, and Educational Use

Aggregated and anonymized data collected through The Behavior Analyst Companion may be used by NASQN for research initiatives, academic publications, professional presentations, workforce reports, educational materials, and policy discussions related to

ABA service quality. When used for research or publication purposes, data will only be reported in aggregated form, and no personally identifiable user information will be disclosed.

16. No Employer Monitoring

Behavior Analyst Companion is not intended to monitor employee performance, evaluate professional competence, or provide oversight of workplace activities. NASQN does not provide employers, organizations, or supervisors with access to individual user data recorded within the application. Information entered by users remains private to the user and is not shared with employers or third parties.

17. Client Confidentiality Safeguard

Users must not enter, store, or transmit any confidential client information within the application. This includes client names, dates of birth, identifying personal information, protected health information (PHI), clinical records, treatment notes, insurance or billing information, or any information that could reasonably identify a client. Users are solely responsible for maintaining client confidentiality in accordance with applicable laws, regulations, and professional ethical standards.

18. Beta Features and Informational Accuracy

Some features may be released in beta or pilot form for testing and improvement. Beta features are provided on an experimental basis and may change, be modified, or be discontinued at any time without notice. Information generated by the application is intended for informational and reflective purposes only and should not be interpreted as professional advice, clinical guidance, workplace evaluation, or performance assessment. NASQN shall not be responsible for decisions or actions taken by users based on information presented within The Behavior Analyst Companion.

19. No Duty to Monitor or Intervene

The Behavior Analyst Companion does not monitor, review, or analyze individual user activity, entries, or well-being data for the purpose of identifying risk, providing intervention, or initiating action.

The Application does not:

- monitor users for signs of stress, burnout, impairment, or professional risk
- provide real-time alerts, warnings, or escalation based on user data
- notify employers, supervisors, or third parties of user activity or conditions
- initiate intervention, outreach, or follow-up based on user-entered information
- provide supervision, oversight, or corrective guidance

Any insights, trends, or suggestions displayed within the Application are generated automatically and are not monitored, reviewed, or acted upon by NASQN or The Behavior Analyst Companion App.

Users acknowledge and agree that:

- the Application does not provide monitoring or oversight of their well-being or professional activities
- no individual or organization is reviewing their data for the purpose of intervention or support
- they are solely responsible for recognizing and responding to their own professional and personal needs

The Behavior Analyst Companion App assumes no duty to monitor, evaluate, or intervene in response to user activity, entries, or patterns, and shall not be liable for any failure to identify, respond to, or act upon user conditions, including but not limited to stress, burnout, or workplace challenges.

20. Not a Crisis or Support Service

The Behavior Analyst Companion is not a mental health service, crisis response system, or emergency support tool.

The Application does not:

- provide counseling, therapy, or psychological services
- assess or diagnose mental health conditions
- monitor users for signs of distress, impairment, or crisis
- provide crisis intervention, escalation, or emergency response
- connect users to emergency services or professional support providers

The Application is not intended to be used as a substitute for:

- mental health care
- professional counseling or therapy
- supervision or professional support
- emergency assistance

Users experiencing significant stress, emotional distress, impairment, or crisis are strongly encouraged to seek support from:

- qualified mental health professionals
- appropriate supervisors or workplace resources
- trusted personal contacts
- local emergency services or crisis support resources

Users acknowledge and agree that:

- the Application does not provide support, intervention, or assistance in crisis situations
- no individual or organization is monitoring their entries for distress or risk
- they are solely responsible for seeking appropriate support when needed

The Behavior Analyst Companion App assumes no responsibility for identifying, responding to, or addressing user distress, impairment, or crisis conditions.

21. Acceptable Use

Users agree to use The Behavior Analyst Companion in a manner consistent with its intended purpose. Users may not attempt to misuse or disrupt the application, submit malicious or false information, use the platform to collect or distribute client data, or attempt to reverse engineer or exploit the software. NASQN reserves the right to restrict or terminate access for users who violate these terms.

22. Intellectual Property

All content, design, and functionality of The Behavior Analyst Companion are the intellectual property of NASQN unless otherwise stated. Users may not reproduce, distribute, or commercially exploit the application or its materials without written permission from NASQN.

23. Service Availability

The Behavior Analyst Companion is provided on an “as available” and “as is” basis.

NASQN and The Behavior Analyst Companion App do not guarantee that the Application will:

- be available at all times or without interruption
- operate without errors, defects, or delays
- be free from technical issues, outages, or system failures
- preserve or retain user data without loss or corruption

- function consistently across devices, platforms, or software versions

Access to the Application may be:

- temporarily unavailable due to maintenance, updates, or system changes
- affected by technical issues beyond NASQN's control
- modified, limited, or discontinued at any time without prior notice

NASQN reserves the right to:

- update, modify, or remove features
- change functionality or user experience
- suspend or discontinue the Application (in whole or in part)

Users acknowledge and agree that:

- the Application may experience interruptions, delays, or errors
- they are responsible for maintaining their own records where necessary
- the Application should not be relied upon as a sole or critical system for tracking professional activities or information

The Behavior Analyst Companion App assumes no liability for any loss, disruption, or impact resulting from:

- service interruptions or downtime
- data loss or corruption
- changes to features or functionality
- inability to access or use the Application

24. Limitation of Liability

NASQN is not liable for decisions, outcomes, or employment consequences arising from use. The Behavior Analyst Companion is provided as a supportive professional tool. NASQN is not responsible for professional decisions made by users, outcomes of clinical services, workplace conditions or employer policies, or interpretations of workforce pulse data. To the fullest extent permitted by law, NASQN disclaims liability for any damages arising from the use or inability to use the application. Users agree not to rely on the Application for professional decisions.

25. Assumption of Risk

Users acknowledge and agree that use of The Behavior Analyst Companion involves inherent limitations and uncertainties associated with digital tools, self-reported data, and automated content.

By accessing or using the Application, users voluntarily assume all risks associated with its use, including, but not limited to:

- reliance on incomplete, inaccurate, or non-applicable information or insights
- misinterpretation of trends, summaries, or visualizations
- use of user-entered data that may be inaccurate or incomplete
- technical issues, delays, interruptions, or errors in the Application
- data loss, corruption, or unavailability
- changes to features, functionality, or availability of the Application

Users further acknowledge that:

- the Application provides general, non-personalized information and reflection tools
- the Application does not account for the full context of a user's professional responsibilities or environment
- any interpretation or use of information within the Application is made at the user's own discretion

Users agree that they are solely responsible for:

- evaluating the relevance and accuracy of any information presented
- making independent professional, clinical, and workplace decisions
- maintaining appropriate records and documentation outside of the Application where necessary

To the fullest extent permitted by law, users waive any claims arising from risks inherent in the use of the Application, including those related to reliance on information, system limitations, or user interpretation.

26. No Warranty of Accuracy

The Behavior Analyst Companion does not guarantee the accuracy, completeness, reliability, timeliness, or applicability of any information, content, or insights provided within the Application.

This includes, but is not limited to:

- AI-generated suggestions, summaries, or reflections
- user-entered data and derived metrics
- trends, visualizations, graphs, and summaries
- aggregated workforce insights or comparative data
- any informational content presented within the Application

All information is provided on an “**as is**” basis and may:

- contain errors, omissions, or inaccuracies
- be incomplete or outdated
- fail to reflect a user’s full professional context or circumstances
- be misinterpreted or misunderstood

The Application does not:

- verify the accuracy of user-entered data
- validate calculations or derived metrics
- ensure that outputs are appropriate for any specific use

Users acknowledge and agree that:

- they are solely responsible for evaluating the accuracy and relevance of any information presented
- they will not rely on the Application as a source of verified or authoritative information
- any use or interpretation of Application content is at their own risk

To the fullest extent permitted by law, NASQN and The Behavior Analyst Companion App disclaim any warranties, express or implied, regarding the accuracy, reliability, or suitability of information provided within the Application.

27. Changes to the Policy

NASQN may update this policy periodically to improve the application, address legal requirements, or reflect evolving professional standards. Users will be notified of material updates through the application or related communications. Continued use of The Behavior Analyst Companion after updates constitutes acceptance of the revised terms.

28. Governing Law

These Terms of Use and any dispute, claim, or controversy arising out of or relating to the Application, its use, or these Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.

Users agree that any legal action or proceeding arising under or related to these Terms shall be brought exclusively in the appropriate state or federal courts located within the State of Texas, unless otherwise required by applicable law.

To the extent permitted by law, users waive any objection to:

- the jurisdiction of such courts
- the convenience of such forum
- the application of the chosen state's laws

If any provision of these Terms is found to be invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

29. Dispute Resolution

To the fullest extent permitted by law, any dispute, claim, or controversy arising out of or relating to these Terms, the Application, or its use shall be resolved through **binding arbitration**, rather than in court.

29.1. Agreement to Arbitrate

By using the Application, users agree that any dispute or claim shall be resolved exclusively through final and binding arbitration administered by a recognized arbitration provider (e.g., the American Arbitration Association), in accordance with its applicable rules.

Arbitration shall be conducted:

- on an individual basis
- before a single arbitrator
- in the State of Texas, unless otherwise required by law

29.2. Waiver of Jury Trial

Users knowingly and voluntarily waive any right to a trial by jury for disputes arising from or relating to the Application or these Terms.

29.3. Class Action Waiver

To the fullest extent permitted by law, users agree that:

- disputes must be brought on an individual basis
- users may not participate in class actions, collective actions, or representative proceedings
- the arbitrator may not consolidate claims or preside over any form of class proceeding

29.4. Informal Resolution Requirement

Before initiating arbitration, users agree to attempt to resolve disputes informally by contacting NASQN and providing:

- a written description of the issue
- relevant details and supporting information

Both parties agree to make a good-faith effort to resolve the dispute within **30 days** before proceeding to arbitration.

29.5. Exceptions

Nothing in this section prevents either party from:

- seeking injunctive or equitable relief where necessary
- pursuing claims in small claims court where permitted by law

29.6. Arbitration Authority

The arbitrator shall have exclusive authority to:

- resolve disputes relating to these Terms
- interpret the enforceability of this arbitration provision

29.7. Costs of Arbitration

Each party shall bear its own legal costs and fees unless otherwise required by law or determined by the arbitrator.

30. Acceptance of Terms

By accessing, downloading, installing, or using The Behavior Analyst Companion (the "Application"), users acknowledge that they have read, understood, and agree to be bound by these Terms of Use.

Users further acknowledge and agree that:

- they have had the opportunity to review these Terms prior to using the Application
- continued access to or use of the Application constitutes ongoing acceptance of these Terms
- if they do not agree to these Terms, they must discontinue use of the Application immediately

Where presented, users are be required to affirm acceptance of these Terms through an explicit action (such as selecting "I Agree," continuing past an onboarding screen, or similar acknowledgment). Such actions constitute legally binding acceptance of these Terms.

Users agree that electronic acceptance of these Terms has the same force and effect as a written signature.

31. Updates and Continued Acceptance

NASQN may update, revise, or modify these Terms from time to time to reflect changes in the Application, legal requirements, or operational practices.

When material changes are made:

- users may be notified through the Application or related communications
- the "Last Updated" date will be revised to reflect the effective date of the changes

Continued use of the Application after any updates to these Terms constitutes acceptance of the revised Terms.

If a user does not agree to the updated Terms, they must discontinue use of the Application.