

### **Acknowledgment of User Qualifications**

I understand that this Acknowledgment is a condition to my use of DefiniPoint. By accessing or using DefiniPoint, I hereby acknowledge and agree as follows:

1. The use of DefiniPoint to gather information as part of a medical diagnosis is restricted to healthcare professionals who are appropriately trained to administer, score, and interpret psychological tests. In particular, DefiniPoint is designed for use by individuals holding a state license in a category to permit the individual to administer, score and interpret psychological tests. This includes but is not limited to: psychologists (clinical and school) neuropsychologists, physicians (pediatricians and psychiatrists), nurse practitioners, and physician assistants.
  - a. I understand and agree that I should not use DefiniPoint for diagnostic purposes unless I am qualified and trained to administer, score, and interpret psychological tests. I further acknowledge and agree that Attention Point will not be responsible for verifying that I am qualified and trained to administer, score, and interpret psychological tests, and I shall bear sole responsibility for determining whether I have the training, education and experience to properly utilize DefiniPoint. I hereby certify (i) that I am qualified and trained to administer, score, and interpret psychological tests, (ii) that I have a general knowledge of measurement principles and of appropriate and ethical test use and interpretation as called for in the Standards for Educational and Psychological Testing, (iii) that I am qualified to use and interpret the results of these tests as recommended in the Standards, and (iv) that all statements and information reported herein are accurate.
2. The use of DefiniPoint for the purpose of monitoring symptoms after an ADHD diagnosis is permitted by a variety of individuals. In particular, DefiniPoint may be used by professionals who assist individuals or families affected by ADHD. This includes, but is not limited to, counselors, behavioral therapists, educational therapists, allied health care professionals, therapists, social workers, ADHD coaches, and by other specialists.
3. The material and the content contained within DefiniPoint is not intended to be a substitute for professional medical or psychological advice, diagnosis or treatment. Users should coordinate the use of DefiniPoint with a health care provider.
4. All professionals, including medical/health professionals and educational professionals, should work only within their scope of experience and expertise.
5. I assume full responsibility for proper use of all assessment materials from Attention Point. I agree to indemnify and hold harmless Attention Point, its officers, and agents from and against any and all claims, demands, causes of actions, orders, decrees, or judgments for injury, death, damage to person or property, loss damage, and liability (including all costs and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) arising from my use or misuse of DefiniPoint, the assessment instruments, and other results derived therefrom.
6. I acknowledge that, consistent with sound, professional use of educational and psychological assessment instruments, I shall:
  - a. Maintain the security of materials before and after testing;
  - b. Avoid labeling students based on a single test score;
  - c. Abide by copyright laws and will not reproduce or alter copyrighted materials;
  - d. Employ and score assessment procedures precisely according to instructions; and
  - e. Release results only to authorized persons in conformity with professional standards.