

Website Terms of Use

Last Modified: November 2020

1. Acceptance of the Terms of Use.

Child Care Services Association, Inc. (“Company”, “we” or “us”) maintains the website www.childcareservices.org including any content, functionality and services offered on or through www.childcareservices.org (the “Website”). The following terms and conditions (“Terms of Use”) govern your access to and use of the Website, whether as a guest, client, customer, or other user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use, you must not access or use the Website.

Although this Website and the Company are concerned with supporting childcare and other services to children and families, this Website is not directed to children under the age of 13 and we do not expect children under 13 will access the Website.

If you are agreeing to be bound by this Agreement on behalf of your employer or another entity, you must have the full legal authority to bind your employer or such entity to this Agreement. By using the Website, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

2. Changes to the Terms of Use.

We may revise and update these Terms of Use from time to time in our sole discretion. Changes are effective immediately when we post them but are not retroactive. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.

3. Acceptance of Privacy Policy.

All information we collect on the Website is subject to our Privacy Policy at www.childcareservices.org/wp-content/uploads/CCSA-Website-Privacy-Policy-11-2020.pdf. **By using the Website, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by our Privacy Policy.** If you do not want to agree to our Privacy Policy, you must not provide us any personal information.

Our Website is hosted in the United States and our services are provided from the United States and we therefore do not direct the Website to anyone outside of the United States or expect the Website to be regularly accessed from outside the United States. It is possible that certain information will be stored on servers in multiple other countries on the “cloud” or other similar distributed hosting platforms. If you are a user accessing our Website or services from the

European Union, Asia or any other region with laws governing personal data collection, use, and disclosure that differ from United States laws, you are expressly and knowingly consenting to the transfer of your personal information to the United States and other jurisdictions as indicated above, and to our use of your personal information in accordance with our Privacy Policy. Further, access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

4. Accessing the Website and Account Security.

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

5. Intellectual Property Rights.

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Website for your personal use only.

Your computer may temporarily store copies of such materials incidental to your accessing and viewing those materials, and your Web browser may store files that are automatically cached for display enhancement purposes. You must not otherwise reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- You may print or download one copy of a reasonable number of pages of the Website for your own personal use and not for further reproduction, publication or distribution.
- If we choose to provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not modify copies of any materials from this Website nor use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text. You must never delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website. You must not access or use any part of the Website or any services or materials available through the Website except for personal use

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will

cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is being transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

6. Trademarks.

The Company owns the following registered trademarks: T.E.A.C.H. EARLY CHILDHOOD (word and design), CHILD CARE WAGES, CHILD CARE SERVICES ASSOCIATION, AFTERSCHOOL WAGES, and AWARDS. In addition, the Company owns common law trademark rights in all other related names, logos, product and service names, designs and slogans used by the Company or its affiliates or licensees. You must not use such marks without the prior written permission of the Company. Any other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

7. Prohibited Uses.

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, receive, upload, download, use or reuse any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or that may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website. Without limitation, you must not:

- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material that is malicious or technologically harmful or attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.

8. Reliance on Information Posted.

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information, and any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

9. Changes to the Website.

We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

10. Links to Other Sites.

You may create a link from another site that you own to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part. You may not establish a link from any website that is not owned by you and you may not link to any part of the Website other than the homepage. Any website on which you create a link must comply in all respects with the Content Standards set out in these Terms of Use. We reserve the right to withdraw linking permission without notice.

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may

arise from your use of them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

The Website may provide certain social media features that enable you to link from your own or certain third-party websites to certain content on the Website, send e-mails or other communications with certain content, or links to certain content, on the Website, or cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us and otherwise in accordance with any additional terms and conditions we provide with respect to such features. In addition to the limitations on linking set forth above, you may not cause the Website or portions of it to be displayed, or appear to be displayed by framing, deep linking or in-line linking on any other site.

11. Disclaimer of Warranties.

We cannot and do not guarantee or warrant that files available for downloading from the Internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Limitation on Liability.

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE WEBSITE, INCLUDING

ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13. Indemnification

You agree to defend, indemnify and hold harmless the Company and its affiliates, and their licensors, service providers, employees, agents, officers and directors, from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use.

14. Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

Any legal suit, action or proceeding arising out of or related to these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States in the Middle District of North Carolina, or the courts of the State of North Carolina, except that we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in a court of appropriate jurisdiction in your place of residence or any other relevant jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16. Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or

unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

17. Entire Agreement.

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Child Care Services Association, Inc. with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.