



Terms and Conditions of Services

Thank you for using our Services. The Services are provided by Stay KidSafe!™, a program of Center for Child Counseling (CFCC) on BeKidSafe.org, CFCC's Learning Management System (LMS), (referred to herein as "Stay KidSafe!™" or "Provider"). You, the user of the Services, will be referred to herein as the "Customer".

By using the Services, you are agreeing to these terms and conditions and to be bound by them. Please read them carefully. Stay KidSafe!™ Services are diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with Stay KidSafe!™ you use those Services.

1. Access and Use.

- (a) **Use Restrictions.** Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, notices from the Services or Documentation; or (v) in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- (b) **Changes.** Provider reserves the right, in its sole discretion, to make any changes to the Services and Provider Materials that it deems

necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Provider's services to its customers; (ii) the competitive strength of or market for Provider's services; or (iii) the cost efficiency or performance of the Services; or (b) to comply with applicable Law.

- (c) **Subcontractors**. The provider may, from time to time, in its discretion engage third parties to perform Services (each, a "Subcontractor").

2. Customer Responsibilities.

- (a) **General**. The Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.
- (b) **Specific Customer Obligations**: Customer further guarantees, acknowledges, and agrees that:
 - (i) all correspondences and dealings with users of their Stay KidSafe!™ Account or website are their sole responsibility;
 - (ii) it has express permission to use all content and images on their Stay KidSafe!™ Account;
 - (iii) it has received consent from their end-users before adding them into their Stay KidSafe!™ Account; and
 - (iv) Customer agrees that they will not enter any Personal Health Information ("PHI") into the LMS. "PHI" refers to any individually identifiable information related to the past, present, or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present, or future payment for the provision of healthcare to an individual, as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Any violation of this term may result in immediate termination of the Client's access to the LMS, and the Client shall be responsible for any damages resulting from such violation.

3. Service Levels; Support; Data Backup. Subject to the terms and conditions of this Agreement:

- (a) **Support.** Technical support is provided for Customers if the support request is directly and solely regarding the Services so long as the request is made on a weekday (Monday through Friday) between 9:00 and 17:00 Eastern Standard Time (excluding Holidays).
- (b) **Data Backup.** The Provider will take industry-standard precautions to maintain and back up Customer's data on a periodic basis. Provider takes daily snapshots to help ensure that Customer data will be maintained even in the highly unlikely event of server downtime. The Services do not replace the need for Customer to maintain regular data backups or redundant data archives. PROVIDER HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA.

4. Confidential Information.

- (a) From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information").

5. Limited Warranty and Warranty Disclaimer.

- (a) Customer represents, warrants and covenants to Provider that Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data so that, as received by Provider and Processed in accordance with this Agreement, they do not and will not infringe upon any privacy or other rights of any third party or violate any applicable Law.

6. Data Security.

- (a) **Information Security Obligations.** Provider will employ security measures in accordance with applicable Law, and Provider's data privacy and security policies as amended from time to time.
- (b) **Data Breach Procedures.** In the event of a data breach that involves the personal or business information of Customer, Provider will notify the Customer about the event and disclose the relevant details pertaining to the breach including, 1) time and place of the breach 2) scope and type of the data breach including the individuals and types of information affected 3) potential risks associated with the data breach, in accordance with applicable laws.
- (c) **Customer Control and Responsibility.** Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (iii) Customer Systems; (iv) the security and use of Access Credentials of Customer and its Authorized Users; and (v) all access to and use of the Services and Provider Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use. The Customer is responsible for disclosing any known data breaches that occur within and outside the confines of their own organization that may potentially affect the data security of any information that the Provider holds on behalf of the Customer. For example, if the Customer knows that the Access Credentials of an Authorized User have been phished, stolen, or otherwise compromised in any way, Customer must forthwith notify Provider about the event to limit and mitigate any further potential data loss that may affect Customer, or may affect the Customer's information.
- (d) **Access and Security.** Customer shall employ all physical, administrative, and technical controls, screening and security procedures and other safeguards necessary to: (i) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to, or use of, the Services; and (ii) control the

content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Services.