

Terms of Use for Participation in the Thrive by 5 & Children's Forum, Inc. Portal and Scholarship System

This agreement states the terms and conditions that apply when you access information over the Internet, request changes to account information over the Internet, and for all Internet-based services or programs, as defined below. These terms and conditions are in addition to those that apply to any services you obtain from us or contract-based program in which you participate. You must also follow all of our instructions and procedures applicable to the services or programs covered by this agreement.

Definitions

- **"Access Codes"** include the user name, password, and any other means of access to our Portal you establish or we provide for you.
- **"Account"** means an account for which information may be viewed, printed, or changed through our Portal.
- **"Business Account"** means an account that is not a personal account.
- **"Company Representative"** means, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our Portal.
- **"Forum"** and **"the Forum"** means the Children's Forum, Inc.
- **"License"** means the legal authorization from the Florida Department of Children and Families (FDCF) allowing a business or individual to care for children in accordance with S. 402.302(1), Florida Statutes. This license may be a license, registration, or license exemption. The license number attached to the license must be provided by FDCF and verifiable through FDCF's [CARES system](#).
- **"Licensed Director"** means the person named on the License as being the director in charge of daily operation of a Site.
- **"Personal Account"** means an account established for the use of a private individual.
- **"Portal"** means the Forum's Single Sign-in Portal which allows you to access information about education, scholarships, employment, and other program involvement.
- **"Programs"** means Forum operations provided as a contractual obligation which includes, but is not limited to, the T.E.A.C.H. Early Childhood® Scholarship Program (T.E.A.C.H.), the Child Care WAGES® FLORIDA Program (WAGES), and the Children's Trust Thrive by Five Program
- **"Services"** means Forum-originated services which includes, but is not limited to, the Forum's ECE Directory, Forum Membership, the Forum's Child Care Evaluation Services, and the Forum's Professional Development Registry.

- **"Site"** means a location, as designated by a valid street address, that has been licensed, registered, or deemed license exempt by the Florida Department of Children and Families (FDCF) to provide child care services.
- **"We", "us", and "our"** means the Children's Forum, Inc.
- **"You" and "your"** means an individual or business entity that we permit to use the Portal subject to the terms of this agreement.

Introduction

We are pleased to provide you access to our Single Sign-In Portal (the Portal). The Portal facilitates your access to Programs and Services managed by the Forum by providing a method to view and request changes to your information.

Your use of the Forum services, through the Portal, is subject to the following Terms of Use (Terms). These Terms are a binding contract between you and the Forum. After reviewing these Terms, you must agree to abide by their requirements. In order to do so, you must check the "I accept and agree to abide by the Forum Single Sign-In Portal Terms of Use." By checking the "I agree" box and by using or accessing the Portal you accept and agree to be bound by these Terms. You may not use this site if you do not agree to these terms. Your use of the Portal is governed by the version of the Terms in effect on the date the Portal is accessed by you. The Forum may modify these terms at any time and without prior notice. These terms are in addition to any other agreements between you and the Forum, including but not limited to the laws of the State of Florida and contractual requirements of individual Programs and Services.

Confidentiality Notice

Subject to applicable law, we will disclose information to third parties about you: (i) where it is necessary for the provision of Services you have requested; (ii) where it is necessary for your inclusion in Programs to which you have requested access; (iii) to comply with government agency or court orders; (iv) if you give us permission; (v) as aggregated and anonymized information included in summaries and reports; (vi) as stated in our privacy policy; and (vii) as otherwise required by law or government regulation.

Employment Records

The Portal offers joint control of an employment record that links a Personal Account and a Business Entity. Either party may request the creation of an employment records. Employment records requested by a Business Account must be actively approved by the relevant Personal Account. Employment records requested by a Business Account not actively approved by a Personal Account will be deleted after 30 days. We will assume employment records requested by a Personal Account to be approved unless and until actively denied by the relevant Business Account. By approving an employment record, you agree:

- The Business Account:

- May see the details of the approved employment record including start date, hourly wage, position titles, position start dates, position end dates, ages of children in care, and hours per week.
- May see aggregate data (i.e. credit or CEU totals, highest degree level, currently active credential titles and credential expiration dates) on education completed by the individual more than 24 months prior to date of access.
- May see specific details (i.e. class names, school names, and dates) on education completed more recently than 24 months.
- May submit new education for verification, including uploading educational documents that may include private or confidential information.
- May update an employment record with new position information without further approval from the individual.
- May terminate an employment record by supplying the date of the last day employed. By terminating an employment, the business entity gives up the ability and authority to see the private individual's past or present education but retains the ability to view the employment record itself.
- May NOT access, view, or update an employment record that links a Personal Account to a different Business Account.
- The Personal Account:
 - May see all details of their employment record.
 - May request a new position record, subject to approval by the Business Account.
 - May terminate an employment record by supplying the date of last day employed. By terminating an employment, the individual entity removes all ability and authority of the business entity to see their education; the business entity will retain the ability to view the employment record itself.

Employment record are confidential and all information available (i.e. education) once an employment record is approved is also confidential. Both Business Accounts and Personal Accounts agree to accept responsibility to maintain the confidentiality of all data available in the Portal.

Access Codes

To use the Portal, you must use the Access Codes you establish or we provide for you. Keep them confidential to prevent unauthorized access or use of your information. Anyone to whom you give your Access Codes will have full access to your information even if you attempt to limit that person's authority. None of our employees or employees of our affiliates will contact you via phone or e-mail requesting your Access Codes.

By entering into this agreement and using the Portal, you agree to comply with all of our present and future security procedures with respect to programs and services covered by this agreement. This includes, but is not limited to, protection of account access information (Access Codes) and other personal and business information.

Our security procedures are contained in this agreement and in other written procedures we may provide to you. You acknowledge receiving a copy in writing of our current security procedures

in this agreement and other documents we may provide to you. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of Programs and Services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no account access information are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

If you have Access Codes for access to the Portal, you are solely responsible for all activities that occur in connection with the use of your User Name and Password. Accordingly, you must take steps to protect the confidentiality of your Access Codes. Notify the Forum immediately if you become aware of any disclosure, loss, theft, or unauthorized use of your Access Codes. You may notify the Forum of such by contacting the Help Desk at the Portalhelpdesk @ thechildrensforum.com.

DISCLAIMER OF WARRANTIES

A) NEITHER THE FORUM, ITS EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, OR THE EMPLOYEES OF ANY OF ITS CONTRACTORS OR SUBCONTRACTORS, MAKES ANY CLAIMS, PROMISES OR GUARANTEES ABOUT OR ASSUMES ANY LEGAL LIABILITY FOR THE AVAILABILITY, ACCURACY, CURRENCY, COMPLETENESS, USEFULNESS, OR ADEQUACY OF ANY INFORMATION, CONTENTS, PROCESSES, PRODUCTS, OR SERVICES ON THE PORTAL. SUCH PARTIES EXPRESSLY DISCLAIM LIABILITY FOR ERRORS AND OMISSIONS THEREIN. B) NO WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FREEDOM FROM COMPUTER VIRUSES IS GIVEN WITH RESPECT TO THE PORTAL BY ANY PARTIES TO THIS DISCLAIMER. C) THE PORTAL IS MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE" AND THE FORUM DOES NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED. D) THE FORUM DOES NOT WARRANT THAT THE PORTAL WILL ALWAYS MEET YOUR NEEDS, OR THAT YOUR USE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. THE FORUM ALSO MAKES NO WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF THE PORTAL WILL ALWAYS BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY SERVICES WILL MEET YOUR EXPECTATIONS. E) THE FORUM DISCLAIMS ANY LIABILITY FOR THE IMPROPER OR INCORRECT USE OF INFORMATION OBTAINED FROM THE PORTAL. F) ALL SERVICES AND INFORMATION PROVIDED THROUGH THE PORTAL ARE SUBJECT TO CHANGE WITHOUT NOTICE.

LIMITATION OF LIABILITY

A) THE FORUM WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, AN INCORRECT DETERMINATION OF PROFESSIONAL QUALIFICATIONS. THIS IS TRUE EVEN IF THE FORUM HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR LOSSES. B) IF A CONTRACTED PROVIDER OR ANY OTHER USER OF THE PORTAL BENEFITS FINANCIALLY FROM AN ERROR IN THE DESIGN OR USE OF THE PORTAL, THE FORUM MAINTAINS THE RIGHT TO RECOUP ANY FINANCIAL BENEFITS TO WHICH THE CONTRACTED PROVIDER OR OTHER USER MAY HAVE RECEIVED. C) THE FORUM WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH THE FORUM DOES NOT HAVE DIRECT CONTROL. THIS INCLUDES BUT IS NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE, OR INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOR DISPUTE OR OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY, OR ACTION OF GOVERNMENT. D) SHOULD YOU RECEIVE FUNDS TO WHICH YOU ARE NOT LEGALLY ENTITLED DUE TO AN ERROR OR FLAW IN THE PORTAL, YOU ARE RESPONSIBLE FOR NOTIFYING THE FORUM THAT YOU RECEIVED FUNDS IN ERROR. YOUR FAILURE TO NOTIFY THE FORUM OF SUCH AND YOUR KEEPING SAID FUNDS, MAY RESULT IN THE FORUM TAKING LEGAL ACTION AGAINST YOU TO RECOUP SUCH FUNDS AND FOR ATTORNEYS' FEES.

Indemnification

As a condition of your use of the Portal you agree to indemnify and hold harmless the Forum, its officers, directors, board, employees, attorneys, agents, and its third party providers ("Indemnitees") from and against all claims, losses, liability, costs, expenses, and damages, (including but not limited to attorneys' fees), arising from your use of the Portal or resulting from the information you supply or from your violation of these terms.

The Forum Policy Governs

Should a conflict arise between the Forum policy regarding scholarships, contracting, licensing, background record checks, professional qualifications or any other issue to which the Forum policy applies and the use of the Portal, then the Forum policy will govern any and all interactions between users, licensors and/or contractors, and the Forum.

Changes to these Terms

This agreement will stay in effect until it is changed or terminated. The Forum may change these Terms from time to time without notice to you and you agree to accept these changes. Changes to the Terms will apply to the use of the Portal as of the date of the change. As a result, users should review the content of these Terms of Use on a regular basis. We may add, modify or discontinue the Portal at any time. We may also temporarily suspend your use of the Portal at any time for security reasons or any other reason in our sole discretion. We may routinely terminate Portal access for accounts that have been inactive for a year. We also have the right to make changes in this agreement at any time in our sole discretion. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice. You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable. We have no responsibility or liability for Portal unavailability, interruptions or delays due to any cause. Failure to view these terms on a regular basis does not relieve the user of the duty of being informed of their content and you accept these modifications if you continue to use the Portal.

Termination

The Forum may terminate your access to the Portal without prior notice if we have reasonable cause to believe that you have violated any of these terms or used this site improperly or for purposes other than its intended use.

Copyright Notice

This site and its contents, as well as the software used on or in connection with this site, are the property of the Forum and/or its licensors. Such property is protected by United States copyright laws and international treaty provisions. The Forum reserves its rights in this property not specifically granted to others in any agreements with the Forum.

Governing Law

Regardless of where you live or work or where you access the Portal, these terms and their enforcement are governed by the laws of the State of Florida. Any disputes regarding this Agreement shall be within the jurisdiction of the courts of Leon County, Florida. The parties agree that such legal action shall be filed and heard in Leon County, Florida, if allowed by applicable law. If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law. The remainder of this Agreement shall remain in full force and effect.

Severability

If a court of competent jurisdiction deems any provision of these Terms of Use unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

Legal Contact

If you have questions regarding these Terms of Use, you may contact the Forum as follows:
Legal Dept, 2807 Remington Green Circle, Tallahassee, FL 32308

Signatures

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by selecting the "I Agree" button when you create or access an account. Your electronic consent has the same effect as if you had signed this agreement with your physical signature or that of your licensed director or authorized Company Representative. Your physical signature, electronic consent, or use of our Portal is also your acknowledgement that you have received a copy of this agreement in electronic form.

You agree to interact with the Forum by electronic means and acknowledge that all documents, disclosures, forms and other information related to such interaction will be provided to you through a mobile or web-based electronic interface or email. Each time you use the Portal and submit information to the Forum you agree to the electronic access, receipt and acceptance of documents, disclosures and forms. You may not use the Portal unless you agree to receive documents by electronic means.

By checking the "I Agree" button below you are electronically signing the Terms of Use related to the Portal. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the Terms of Use documents just as if you had physically signed the same documents with a pen.

Agreement to Receive Disclosures Electronically

You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of the Portal through electronic means including web-based electronic interface, mobile phone interface or email.

SPECIAL PROVISIONS APPLICABLE ONLY TO BUSINESS ENTITIES OR INDIVIDUALS ACCESSING BUSINESS ACCOUNTS

Company Representative For a Child Care Business Entity

If you are a corporation, partnership, limited liability company, association or some other form of business entity running or managing a Site, we will issue Access Codes to the Licensed Director listed on your Florida Department of Children and Families (FDCF) license. The License Director for Site is considered to be the Site's primary Company Representative. Each Site will be issued separate Access Codes. It is your responsibility to ensure that the Access Codes are provided only to persons you authorize. You represent to us that anyone using your Access Codes has general authority from your company to give us information about to submit documents for your business to the Portal.

Each person using your Access Codes will have the ability to:

- View employment records for all verified and approved staff.
- Add end dates to employment records.
- View education information for currently employed staff.
- Initiate a request for a new employment record linking your Business Account to a Personal Account.
- Request access to Services and Programs and update any information associated with your continued receipt of assistance through those Services and Programs.
- Allow anyone else to use your Access Codes to obtain information or other services.

Your Liability for Activity From Business Accounts

You are liable for all activity that you initiate or authorize, even if the person you authorize exceeds your authority. If you or a Company Representative has given someone your user name and password and want to terminate that person's authority, you must notify us immediately. You may call the Forum for assistance with terminating an authorized user or Company Representative. We may have to change your Access Codes or take additional steps to prevent further access by such person.

Our system supporting our Portal service is designed so that it may be operated only upon entry of valid Access Codes. Since we condition access upon entry of valid Access Codes, we will accept instructions for updates or changes from any person using valid Access Codes. This is so even if the person obtaining access:

- Is not the Licensed Director for a child care site.
- Exceeds your authority or that granted by the licensed director.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You authorize us to treat any instructions we receive using valid Access Codes as if the instructions had been made in writing and signed by the appropriate licensed director or Company Representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Portal. We will have no liability for honoring requests that are initiated using your Access Code and have no duty to inquiry as to whether a request using a valid Access Code is authorized by you. You agree to promptly

examine all mail (electronic or USPS) from the Portal and any confirmations of requests which we may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

Name (PRINT CLEARLY):	
Signature:	
Social Security Number (PRINT CLEARLY):	Date: