

## **Terms and Conditions**

### **Agreement between User and familychildcarehomesri.org, Text 4015836314**

Welcome to familychildcarehomesri.org, Text 4015836314. The familychildcarehomesri.org, Text 4015836314 website (the "Site") is comprised of various web pages operated by Family Child Care Homes of RI, Inc. ("FCCHRI"). familychildcarehomesri.org, Text 4015836314 is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of familychildcarehomesri.org, Text 4015836314 constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

familychildcarehomesri.org, Text 4015836314 is a Non-Profit Site.

The purpose of this website and text messaging is to support, enhance and represent licensed family child care providers to achieve the highest quality of care for the children of RI through education professional development, quality improvement, networking, and resources.

### **Privacy**

Your use of familychildcarehomesri.org, Text 4015836314 is subject to FCCHRI's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting familychildcarehomesri.org, Text 4015836314 or sending emails to FCCHRI constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Children Under Thirteen**

FCCHRI does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use familychildcarehomesri.org, Text 4015836314 only with permission of a parent or guardian.

### **Cancellation/Refund Policy**

You may unsubscribe to emails by emailing UNSUBSCRIBE to [litldaycare@msn.com](mailto:litldaycare@msn.com) or STOP to 4015836314 at any time.

### **Links to Third Party Sites/Third Party Services**

familychildcarehomesri.org, Text 4015836314 may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of FCCHRI and FCCHRI is

not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. FCCHRI is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by FCCHRI of the site or

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### **No Unlawful or Prohibited Use/Intellectual Property**

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## **International Users**

The Service is controlled, operated and administered by FCCHRI from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the FCCHRI Content accessed through familychildcarehomesri.org, Text 4015836314 in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## **Indemnification**

You agree to indemnify, defend and hold harmless FCCHRI, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable

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attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. FCCHRI reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with FCCHRI in asserting any available defenses.

## **Liability Disclaimer**

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IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

#### **Termination/Access Restriction**

FCCHRI reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Rhode Island and you hereby consent to the exclusive jurisdiction and venue of courts in Rhode Island in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and FCCHRI as a result of this agreement or use of the Site. FCCHRI's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of FCCHRI's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by FCCHRI with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed

superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and FCCHRI with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and

FCCHRI with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

FCCHRI reserves the right, in its sole discretion, to change the Terms under which familychildcarehomesri.org, Text 4015836314 is offered. The most current version of the Terms will supersede all previous versions. FCCHRI encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

FCCHRI welcomes your questions or comments regarding the Terms:

Family Child Care Homes of RI, Inc. 22 Pine Court  
North Smithfield, Rhode Island 02896

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Email Address: [litldaycare@msn.com](mailto:litldaycare@msn.com)

Telephone number: 4012262656

Effective as of March 15, 2021

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