

Terms of Use (TOU) Policy

Welcome to the Ohio Child Care Resource and Referral Agency (“OCCRRA,” “we,” “us,” or “our”), home of The Ohio Professional Registry (“OPR or “Registry”)! OPR is provided to you through OCCRRA, and it is Ohio’s workforce registry information system that promotes individual professional growth and development, as well as housing the State of Ohio’s child care center licensure registration, training, and verification for licensed child care center employees per the Ohio Administrative Code (OAC) Section 5101:2-12: Licensing of Child Care Centers.

1. Acceptance of Terms

OCCRRA, through its website (<http://occrra.org>), related sites, and mobile applications (collectively, the “Site” or “Sites”), offers content, features, and services (collectively, “Services”), including OPR, that are governed by these Terms of Use (“Terms”). Your access to or use of our Services is conditioned on your acceptance of, and adherence to, these Terms.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING, DOWNLOADING, OR USING ANY OF THE SITES AND SERVICES, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS AND USE THE SITES AND SERVICES.

2. Modifications of Terms of Use

We may, in our sole discretion, modify these Terms of Use at any time effective upon posting the modified Terms of Use on and in connection with the Sites and Services, with or without additional notice to you. You are responsible for regularly reviewing information posted on the Sites and Services to obtain timely notice of such changes. If you do not agree to the amended terms, you agree to immediately stop using the Sites and Services.

Your continued use of the site and services after such posting (or other notification, if any) means you accept and agree to be bound by the modified terms of use.

3. OPR Registration and Account Creation

In order to use certain of our OPR Services you may be required to create an account. For instance, in order to utilize OPR, you must become an Authorized User. An “Authorized User” of the Ohio Professional Registry (OPR) is an individual who maintains a professional or workforce-related license in the child care or school service programs and professionals who work for those licensed program, who have an Ohio Professional Identification Number (“OPIN”). If you do not have, or if you have lost, your OPIN, please contact support@occrra.org. If you are not a licensed child care provider or a child care individual professional, then you are not an Authorized User of OPR under these Terms. Individual child care professionals are obligated to update, maintain, and request certain information (including background checks), and to complete certain training under the Ohio Administrative Code. The obligation to complete training, and to update, maintain, and request certain information is personal to the individual child care professional or licensed child care

provider, and cannot be completed, requested, updated, or maintained by a third party under these terms or under the Ohio Administrative Code.

To become an “Authorized User” you will need to create an account by providing the requested information, and by creating a unique username and password. Within OPR, you will be assigned and identified by your OPIN.

Once you have registered as an Authorized User, your OPIN will be used to identify you and your activities within the Site and Services, including OPR. You are responsible for the security of your OPIN number.

As a condition of your use of the Site and Services, you agree to (a) provide OCCRRA with true, accurate, current, and complete information as prompted by the OCCRRA’s registration forms, when registering for or using the Sites and/or Services and (b) update and maintain the truthfulness, accuracy, and completeness of such information.

You shall not share your OPR password or username with any other individuals or entity. You are responsible for maintaining the confidentiality of any password or other account information, and you are responsible for alerting us as to any third-party use of your login credentials. Unauthorized access by any third party is a violation of your obligations under these Terms.

If your password has been shared or compromised for any reason, email support@ocrra.org immediately to notify us that your password has been compromised and change your password through your account settings.

OCCRRA reserves the right to suspend, archive, refuse service, or terminate accounts, and to terminate your rights to use our Services, including OPR, at any time and for any reason, including your violation of these Terms.

4. Content

You understand that all information: data, text, software, music, sound, photographs, graphics, video, messages, tags, links, or other materials placed by users using the Site or the Services, including by way of any attachment thereto (the “Content”) are the sole responsibility of the person sharing the Content. This means that you (and not OCCRRA) are solely responsible for all Content that you upload, post, email, transmit or otherwise make available through use of the Site or the Services.

OCCRRA makes no representation and expressly disclaims all liability regarding the accuracy, completeness, or usefulness of the Site and Services. If you are experiencing issues with your account, the Site, or the Services please contact support@ocrra.org.

You agree to use the Site and the Services for the purposes described herein and for no other purpose. Without limiting the foregoing, you specifically agree not to: (i) engage in any illegal purpose, or in violation of any local, state, national, or international law; (ii) send, post, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, harassing, threatening, or otherwise inappropriate; (iii) send, post, or distribute any content that includes confidential, sensitive, or personal health

information; (iv) transfer, publish, disclose, display or otherwise make available any of our Services or content you receive from others to any third party, except as necessary for you to use the Services and as permitted herein for your personal, non-commercial purposes; or (v) reverse engineer, decompile, translate, adapt or disassemble the Site and/or Services.

5. Electronic Communications

When you use our Services, or send e-mails, text messages, and other communications from your desktop or mobile device, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, or notices and messages on the Site. You may retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirements that such communications be in writing.

6. License and Access

Subject to your compliance with these Terms of Use, OCCRRA grants Authorized Users a non-exclusive, non-transferable, non-sublicensable, terminable license to access and use the Sites and Services. In so doing, you agree to not commercialize, modify, or otherwise exploit the Sites or Services or any of their content for any purpose other than as described in these Terms of Use, without the express prior written consent of OCCRRA. This license does not permit you to provide, share, lend, or otherwise give your login credentials to any third party, even one acting on your behalf.

This license does not include any resale, repackaging, reformatting, or commercial use of our Services, or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar gathering and extraction tools.

All rights not expressly granted to you in these terms are reserved and retained by OCCRRA or its licensors, suppliers, or other content providers.

You may not frame or utilize framing techniques to enclose any trademarks, logo, or other proprietary information (including images, text, page layout, or form) of OCCRRA without written consent.

You may not use any meta-tags or any other "hidden text" utilizing OCCRRA's name or trademarks without the express written consent of OCCRRA.

We specifically prohibit you from making any commercial or derivative use of our Services, trademarks, logos, or other proprietary information. Scraping, or the use of other similar data gathering or extraction tools, is prohibited.

The licenses granted by OCCRRA may be terminated in OCCRRA's sole discretion if you do not comply with these Terms.

7. Modifications to Services

OCCRRA reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, OCCRRA Sites or Services, including without limitation any content or records that are or will be retained by OCCRRA. You agree that OCCRRA shall not be liable to you or to any third party for modification, suspension, or discontinuance of OCCRRA Sites and/or Services.

8. Termination

You agree that OCCRRA may, under certain circumstances and without prior notice, immediately terminate your account, any associated email address, and access to OCCRRA Site and/or Services.

Cause for termination shall include, but not be limited to: (i) breaches or violations of the Terms or other incorporated agreements or guidelines; (ii) requests made by law enforcement or other government agencies; (iii) a request by you (for example, self-initiated account deletions); (iv) discontinuance or material modification to our Services; (v) unexpected technical difficulties or security issues or problems; (vi) extended periods of inactivity; (vii) engagement by you in fraudulent or illegal activities; and/or (viii) nonpayment of any fees owed by you in connection with our Services.

Termination of your account includes removal of access to OCCRRA Site and/or Services, and the deletion and discontinuation of your password. You agree that all terminations of access shall be at the sole discretion of OCCRRA and that OCCRRA shall not be liable to you or any third party for termination of your account, any associated email address, or access to OCCRRA Sites and/or Services.

9. Privacy

By accepting these Terms, you agree to our Privacy Policy, as updated from time to time. You acknowledge that you have read and understood our Privacy Policy. If you require any more information or have any questions about our Privacy Policy, please contact us by email at support@occrra.org.

10. Trademarks and Copyright

All content, information, and materials included in or made available through OCCRRA Sites and/or Services, including but not limited to all text, graphics, logos, icons, images, data, and software, is the property of OCCRRA or its third-party partners or suppliers and is protected by United States and international copyright laws.

OCCRRA reserves all rights related to the Sites and Services.

11. Warranties and Disclaimers

OCCRRA does not assume any responsibility or liability for the actions, provision of service, and/or content of all these and any other third-party sites or services linked in our Sites or Services. You should carefully review their privacy statements and other conditions of use.

YOUR USE OF THE SITE AND/OR SERVICES IS AT YOUR OWN SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. OCCRRA AND ITS ASSOCIATED ENTITIES, ITS OFFICERS, EMPLOYEES, MEMBERS AND ITS AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OCCRRA AND ITS ASSOCIATED ENTITIES, ITS OFFICERS, EMPLOYEES, MEMBERS AND ITS AGENTS MAKE NO WARRANTY THAT: (I) THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (III) THE SERVICES WILL BE ACCURATE OR RELIABLE; AND (IV) ANY ERRORS IN THE SOFTWARE USED TO PROVIDE THE SERVICES WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY WHATSOEVER.

12. Limitations of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT OCCRRA AND ITS ASSOCIATED ENTITIES, ITS OFFICERS, EMPLOYEES, MEMBERS AND ITS AGENTS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE OCCRRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE USE OF THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY USING THE SERVICES; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. Indemnification

You agree to release, indemnify, and hold us harmless from all claims, causes of action, allegations, costs, expenses, fees (including reasonable attorneys' fees), judgments, liabilities, losses, and damages arising from or relating to your use of the Site and/or any Services.

YOU AGREE TO INDEMNIFY AND HOLD OCCRRA AND ITS ASSOCIATED ENTITIES, ITS OFFICERS, EMPLOYEES, MEMBERS AND ITS AGENTS HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF: (I) CONTENT YOU MADE AVAILABLE THROUGH YOUR USE OF THE SERVICES; (II) YOUR VIOLATION OF THE TOU; OR (III) YOUR VIOLATION OF ANY RIGHTS OF ANOTHER.

14. Governing Law

These Terms of Use and any amendments or revisions shall be governed by applicable federal law and the laws of the State of Ohio, without regard to its conflict of laws principles. Any case, controversy, suit, action, or proceeding arising out of, in connection with, or related to these Terms of Use shall be brought in the appropriate federal court.

15. Miscellaneous

These Terms, together with our Privacy Policy, constitute the entire agreement between you and OCCRRA regarding your use of and access to the Site and the Service.

You may not assign or transfer these Terms or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. OCCRRA may assign these Terms at any time without notice.

The failure to require performance of any provision will not affect OCCRRA's right to require performance at any time of that provision or any other provision, nor will a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach, default, or a waiver.

Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of the provisions of these Terms.

If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, with the remaining Terms in full force and effect. Upon termination or expiration of these Terms, any provision or term that by its nature should survive, will survive the termination or expiration of these Terms.