



The Rhode Island Early Care and Education Data System (ECEDS) Terms and Conditions

The Rhode Island Early Care and Education Data System (ECEDS) provides services that allow users (the "User") to enter and maintain personal and professional information so that they can track information important to their profession, and provide professional information for program applications and monitoring. Program Administrator users are also able to submit program licensing/rating/approval applications to the Department of Children, Youth and Families (DCYF), BrightStars and the Rhode Island Department of Elementary and Secondary Education's (RIDE's) Comprehensive Early Childhood Education (CECE) Program. These services are available on the Internet site located at the URL address of <http://www.exceed.ri.gov> (the "ECEDS Services"). This agreement is entered into between RIDE and the User as of the date the user registration form is submitted.

User Obligations, Waiver of Claims and Indemnification

The User agrees to use the ECEDS Services for lawful and authorized purposes and agrees to provide only truthful information whenever required. If any information provided by the User is found to be materially incorrect, either by negligence or intentionally, the User will forfeit access to their information and the ECEDS Services, which may or may not affect any pending program applications.

The User understands that ECEDS does not influence or have any association with the application review or approval processes of DCYF, BrightStars and RIDE. Neither ECEDS, RIDE or the State of Rhode Island is responsible or in any way liable for the timeliness, deletion, failure to store, inaccuracy, improper delivery of any data, information on this Site, the inability to access any data or information, or any other potential cause of action.

The User shall indemnify, defend, and hold ECEDS, RIDE, its employees and agents and the State of Rhode Island harmless from and against any costs, losses, liabilities and expenses, including all costs, reasonable expenses and reasonable attorney's fees that ECEDS may suffer, incur or be subjected to by reason of any legal action, proceeding, arbitration or other

claim by a third party, whether commenced or threatened, arising out of or as a result of any actions taken by the User that allegedly violate or injure the rights and interests of third-parties.

Content Ownership

Except as may be otherwise indicated, all content pages within the Site are the property of RIDE and the State of Rhode Island. No portion of the information or materials represented on the Site may be reprinted or republished in any form without the express written consent of RIDE's authorized employees or agents.

Privacy Policy

Information that you may provide is subject to the terms of the ECEDS Privacy Policy. Said Privacy Policy is hereby incorporated by reference into these Terms and Conditions.

Service Availability

Because the ECEDS Services are available through an Internet site, they are available 24 hours per day, 7 days per week. However, ECEDS reserves the right to temporarily restrict access to the ECEDS Services in order to perform maintenance and system upgrades. ECEDS has no obligation to notify the User prior to any system outages and cannot be held responsible or otherwise liable for any inconveniences or alleged damages or injury caused by said outage.

General Provisions

This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island, without reference to conflicts of law provisions. In the event of any dispute or controversy raised by use of ECEDS, the sole and exclusive remedy shall be by means of arbitration, the cost of which shall be borne by the aggrieved User. By submitting a registration, the User agrees to be bound by the Terms and Conditions stated above.

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