



## Terms of Services and Conditions

### TERMS & CONDITIONS

#### 1. Introduction

Welcome to the Terms of Service for (NICA)The National Institute for Child Care Administrators. This is an agreement ("Agreement") between NICA)The National Institute for Child Care Administrators., Corporation, the owner and operator of Staffpro (the "Site"), an Employment Referral Service (collectively the "Service"), and you.

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THIS SITE IN ANY WAY, INCLUDING USING THE SERVICE, CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR MERELY BROWSING THE SITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT; (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH THE NATIONAL INSTITUTE FOR CHILD CARE ADMINISTRATORS, INC.), AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE EMPLOYER, AND TO BIND THAT COMPANY TO AN AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THIS SITE OR THE SERVICE.

Throughout this document, the words "NICA," "Staffpro," "us," "we," and "our," refer to our company, "The National Institute for Child Care Administrators., "NICA" our Site or our Service, as is appropriate in the context of the use of the words. The term "Prospective Referral" will refer to Users of our Service who are seeking employment opportunities through The National Institute for Child Care Administrators' Referral services, the Staffpro web platform. The term "Employer" will refer to a company that is interested in hiring Prospective Referrals through the use of our Service. The term "You" refers to the individual or legal entity, as applicable, identified as the user when you register on the Site.

You agree to keep all information gained from using our Site confidential. You agree that (1) you will use any content submitted by Prospective Referrals in accordance with applicable privacy and data protection laws; (2) you will not disclose the names or identities of any Prospective Referrals listed for any batch, outside of your recruiting or hiring department; AND (3) you will take appropriate physical, technical and administrative measures to protect content you obtain through use of the Site and Service from loss, misuse, unauthorized access, disclosure, alteration or destruction. You also agree not to post, publicly disclose or disseminate any job offers which you become aware of through our Site or Service.

Our Service may allow you to upload photos, resumes, projects and other information and may allow you to message or communicate in other ways with other users through our Service. Any information that you post, transmit or submit through our Site or Service will be referred to as "Content" throughout this Agreement.

PLEASE NOTE THAT THIS AGREEMENT IS SUBJECT TO CHANGE BY NICA IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, we will make a new copy of the Agreement available at the Site. Any changes to the Agreement will be effective immediately for new Users of the Site or Service and will be effective thirty (30) days after posting notice of such changes on the Site for existing Users, provided that any material changes shall be effective for Users who have a registered account on the Site ("Registered Users") upon the earlier of thirty (30) days after posting notice of such changes on the Site or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users.

### 2. STAFFPRO DESCRIPTION OF SERVICE

#### For Prospective Referrals

Staffpro is an Referral Service that connects Prospective Referrals with Employers through an online registration request process for a Prospective Referral's services. As a Prospective Referral, you have an opportunity to find a position with an Employer with transparency as to role and compensation in each interview request. Additionally, your use of Staffpro is free, and the offering process is non-binding and does not create any contractual obligations between the Employer and the Prospective Referral. The online registration only acts as a tool for Prospective Referrals to explore opportunities without obligation.

### **For Employers**

As an Employer, you have the opportunity to find qualified talent and reduce the costs involved with hiring and retaining such talent. You may submit job referral requests through our Service that you feel may be a fit for your company. However, these Requests are non-binding and do not create a binding employment contract. A Referral Referral Success Fee as defined in Section 3 below will only be collected from Employer after a signed job agreement with Prospective Referral. As the Employer of the Prospective Referral, you are responsible for all timesheets, payroll taxes and payroll payments. Your company's assigned representatives will determine start and departure employment dates. Terminations are the responsibility of the Employer.

UNDERSTAND THAT STAFFPRO DOES VERIFY STATEMENTS OF ITS REFERRALS BY:

- Requiring Certified Documentation/Determination Letters of Criminal Backgrounds
- Verifying Current and Past Work History
- Verifying Legal Residency Status
- Verifying Credentials
- Verifying Skills
- Requiring 12 hours of Core Training
- Verifying Identification - Social Security Number, Birth Certificate, etc.
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### **3. PAYMENTS AND REFUNDS**

#### **For Prospective Referrals**

The Service of Staffpro is free for all Prospective Referrals that have current documentation and training. All Prospective Referrals are required to have documentation of the following Training:

16 Hours of State Required Training to Include:

- Four (4) clock hours of training in any of the following topics: disease control, cleanliness, basic hygiene, illness detection, illness disposition and childhood injury control
- Two (2) clock hours of training in identifying, reporting and meeting the needs of abused, neglected or deprived children.
- Four(4) Clock Hours of training in food nutrition planning, preparation, serving, proper dishwashing and food storage.
- Completion of a Six (6) Clock hours Health and Safety Orientation

The fee for the completion of 16 hours of training is \$85. This fee is collected through your first job placement. No certificates will be provided until the fee is paid in full.

A Prospective Referral is required to promptly notify NICA if the Prospective Referral(a) accepts an offer of employment (an "Referral Offer"), whether for an indefinite or fixed term, (b) accepts an offer of employment as a Referral, whether for an indefinite or fixed term (each, a "Referral Engagement"), (c) accepts an Referral Offer or during or within 12 months after termination of an job referral of any duration, with (1) an Employer who was identified by the Prospective Referral through the use of our Site or Service or (2) from an Employer who identified the Prospective Referral through the use of our Site or Service; (d) accepts an Employment Offer made by an Employer during or within twelve (12) months after termination of a Consulting Engagement with such Employer (each, a "Covered Offer").

### **For Employers**

Once we have accepted the registration of an Employer, the Employer will be able to make Requests and contact (through the Service) Prospective Referrals listed on our Site and Service. If a Prospective Referral identified through use of our Service accepts a Covered Offer, the Employer will be charged a Referral Fee. For purposes of this Agreement, "Referral Fee" shall refer to Referral Fees In the case of an Employment engagement; "Referral Fees" shall be determined based on the job position and the type of employment (Part-Time/Full-Time/Temporary), Credentials Required, Length of the Assignment and/or Training Required.

## **Guarantee**

At Staffpro we value our customer's satisfaction in using our Services to hire great Prospective Referrals. If (a) an Employer hires a Prospective Referral and terminates the Prospective Referral's employment based on unsatisfactory performance within 90 days, Staffpro will fully refund to the Employer the Upfront Referral Fee related to the terminating Prospective Referral (if such Upfront Referral Fee was paid by Employer prior to the Termination Event).

## **4. DISCLAIMER OF WARRANTIES**

THE SITE AND SERVICE ARE PROVIDED TO YOU AS IS, FOR YOUR INFORMATION ONLY. NICA AND PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU AGREE THAT YOU ARE RELEASING US FROM ANY LIABILITY THAT WE MAY OTHERWISE HAVE TO YOU IN RELATION TO OR ARISING FROM THIS AGREEMENT, OUR SITE OR OUR SERVICE, FOR REASONS INCLUDING, BUT NOT LIMITED TO, FAILURE OF OUR SERVICE, or NEGLIGENCE OR ANY OTHER TORT.

THE NATIONAL INSTITUTE FOR CHILD CARE ADMINISTRATORS AND PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SITE OR SERVICE WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SITE OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE OR SERVICE WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE SITE OR SERVICE WILL BE CORRECTED.

YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE AND SERVICE. THE PROVISION OF OUR SERVICE TO YOU IS CONTINGENT ON YOUR AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THIS AGREEMENT. NOTHING IN THE PROVISIONS OF THIS SECTION SHALL BE CONSTRUED TO LIMIT THE GENERALITY OF THE FIRST PARAGRAPH OF THIS SECTION.

## **5. INDEMNITY**

You agree to defend, indemnify and hold harmless the National Institute for Child Care Administrators from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- your use of and access to the Site and Service;
- your violation of any term of this Agreement;
- your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- any claim that any of Your Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Site and/or Service.
- You also agree that you have a duty to defend us against such claims. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, settlements and disbursements.

## **6. COPYRIGHT, PRIVACY AND USER GENERATED CONTENT**

With the transmission of Content all Users grant NICA the irrevocable, transferable right unrestricted as regards time and territory to reproduce, to distribute, to publish, to exhibit, to make publicly accessible, to change, to translate and to store such content irrespective of if a project has or has not been successfully financed or implemented. This comprises the right to alter and design the content and to adapt the content to the respective required file formats and to modify and/or improve the presentation quality, as well as the right to advertise, i.e. the right to use the content for NICA/Staffpro's advertising purposes. This usage right permission survives the agreement term of the Agreement on the use of Staffpro's Services; i.e., in the event the Agreement is terminated Staffpro is not obligated to delete any content the User has provided to Staffpro.

We take no responsibility and assume no liability for any User Content that is posted, stored, uploaded, or transmitted via the Site or the Service, or for any loss or damages that may occur because of such User Content including, but not limited to defamation, slander, libel, falsehoods, obscenity, or profanity;

We take no responsibility and assume no liability for any claim, action, petition, demand for arbitration or lawsuit alleging injury or damage resulting from any use of the Site or Service, whether arising in tort or contract, law or equity.

## **7. CHOICE OF LAW**

This Agreement shall be governed by the enforceable United States of America Law. In the event of disputes the laws of the state of Georgia Middle District of Georgia Federal Court will apply. The signing parties hereby accept such selected jurisdiction as the exclusive venue.

## **8. FORCE MAJEURE**

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events