

Terms and Conditions

Last Updated: February 10, 2023

These Terms & Conditions (“**Terms**”), including our [PRIVACY POLICY](#) (incorporated herein by this reference) govern your access or use of the websites, online platform (collectively “**Platform**”) of Families First of Minnesota (“**Company**”, “**we**”, “**us**”, and “**our**”) to access any information, educational materials and other content (collectively “**Content**”) and/or to acquire our books, guides, courses or other materials sold through the Platform (collectively “**Product(s)**”).

By using the Platform and/or purchasing our Product(s), you signify your assent to these Terms. If you do not agree to all of these Terms, do not use the Platform or purchase the Product(s). We may modify these Terms from time to time, and such modifications shall be effective immediately upon posting of the modified Terms. Your continued use of the Platform and subsequent purchases of Products means you have accepted and are subject to these modified Terms. Your use of the Platform, the Content, or the Product(s) purchased through the Platform are subject to these Terms, in addition to our [PRIVACY POLICY](#).

THE PLATFORM AND THE CONTENT AND PRODUCTS PROVIDED THROUGH THE PLATFORM ARE NOT INTENDED TO CONSTITUTE PROFESSIONAL OR LEGAL ADVICE. WE MAKE NO REPRESENTATIONS AND CANNOT CONFIRM WHETHER THE PLATFORM, PRODUCTS, OR CONTENT PROVIDED THROUGH THE PLATFORM ARE COMPLIANT WITH APPLICABLE LAWS OR GOVERNMENT REGULATIONS IN YOUR AREA OF PRACTICE OR GEOGRAPHIC LOCATION. PLEASE CONTACT A PROFESSIONAL ADVISOR IF YOU HAVE ANY QUESTIONS ABOUT LAWS OR GOVERNMENT REGULATIONS THAT MAY APPLY TO YOU.

THE CONTENT PROVIDED THROUGH THE PLATFORM AND THE PRODUCT(S) SOLD THROUGH THE PLATFORM ARE FOR YOUR PERSONAL INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO PROVIDE PROFESSIONAL OR LEGAL GUIDANCE.

WE DO NOT GUARANTEE THE RESULTS OF ANY CONTENT OR PRODUCT(S) PROVIDED THROUGH THE PLATFORM.

NEITHER WE NOR ANY OF OUR OFFICERS, EMPLOYEES, AGENTS, OR DIRECTORS PROVIDE ANY ADVICE AS TO THE APPROPRIATENESS OR ADVISABILITY OF THE PRODUCT(S) SOLD THROUGH THE PLATFORM. IF YOU ARE CONCERNED WITH THE USE OF OR DISSATISFIED WITH THE PRODUCT(S), PLEASE IMMEDIATELY DISCONTINUE USE OF THE PRODUCT(S) AND CONTACT US AT TRAINING@FAMILIESFIRSTMN.ORG.

Your Rights and Obligations

User Account. You may be required to create a user account to purchase Product(s) through our Platform. If you are under the age of 18, we require that you inform your parent or guardian and have their consent to open a user account.

Passwords/Security. You shall be solely responsible for the security, confidentiality and integrity of all messages and the information that you receive, transmit or store via the Platform and/or your user account. If you elect to set up a user account on the Platform, you are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your account or password. You agree to bear all responsibility for the confidentiality of your password and all use or charges incurred from use of the Platform with your password.

Privacy. We will protect the privacy of information provided in your user account in accordance with our [PRIVACY POLICY](#).

Charges; Shipping. You are responsible for paying the purchase price, shipping charges (if any), and any tax for the Product(s) you purchase as noted on the Platform's shopping cart or final sales page. Payments may be made in the currencies and via the payment methods specified on the Platform's shopping cart or final sales page. We may elect to offer free standard shipping and charge for expedited shipping. Any shipping options will be as noted on the Platform's shopping cart or final sales page.

Shipping Information. Please make sure that the shipping address is correct, as we are unable to re-direct orders once shipped. Please note that before we can ship your purchased Product(s), we may need to confirm your security or other details with your credit card issuer. To avoid delays to your order, please ensure that your billing address matches the address on your card statement, and that the cardholder's name is entered as it appears on the card. Please also ensure that the contact details provided in your order or in your user account are accurate so that we can contact you if necessary.

Taxes & Duties. Prices displayed on the Platform are exclusive of taxes. When you proceed to purchase your Product(s), any sales, use or value added tax (where applicable) will be calculated on the total Product(s) value when possible, along with any shipping charges. Please note that all taxes and duties for the Product(s) purchased are your responsibility. We are not responsible for paying sales or use taxes on your purchases through the Platform.

Credit Card Payments. If you elect to pay for your purchase by credit card, you are responsible for providing a valid credit card number at checkout. You represent and warrant that you are an authorized user of the credit card number provided, and you agree to pay all charges resulting from your purchases of Product(s), including any unauthorized charges incurred prior to your notice to us of such charges. You agree that we may pass your credit card information and personally identifiable information to our designated Third Party Provider(s) to process the credit card payment for your purchases. We will comply, and will ensure that our designated Third Party Provider(s) comply, with any credit card processing rules and privacy regulations.

Access Limitations. You shall be solely responsible for providing, maintaining, and ensuring compatibility with the Platform's access requirements, all hardware, software, electrical or other physical requirements for your use of the Platform, including without

limitation, mobile devices, telecommunications and Internet service provider access, connections, links, web browsers or other equipment, programs, and services required to access the Internet or the Platform. You acknowledge and agree that from time to time the Platform may be inaccessible or inoperable for any reason, including without limitation: (i) equipment malfunctions, (ii) periodic maintenance procedures or repairs; or (iii) other causes beyond our control. Additionally, because the Platform is accessed via the Internet or a mobile carrier, you may have connection issues due solely to your own Internet or telecommunications Platform provider or other technological access requirements. We are not responsible for any third-party access requirements (e.g. your ISP).

Third Party Providers. You acknowledge we contract with third party suppliers, licensors, developers, application and data hosting providers, wireless network services, payment processors, and other technology service providers to provide the Platform's functionality ("**Third Party Providers**"). For example, all user data and user content is stored at computer data centers operated and maintained by Third Party Providers. We are responsible for ensuring that the Third-Party Providers abide by these Terms. We are solely responsible for monitoring and supervising all necessary work of the Third-Party Providers.

Our Right to Refuse. You acknowledge that we are the owner of the Content and Product(s). Content is provided and Product(s) are sold on an "**AS IS**" and "**AS AVAILABLE**" basis. We reserve the right to not sell Product(s) to you if you request delivery to a country that is at war, or subject to another Force Majeure event, or that is currently under sanctions by the United Nations, or sanctions or an embargo by the United States. All physical Product(s) are sold pursuant to a shipment contract and that means that risk of loss and title for such Product(s) passes to you upon our delivery to the carrier.

Restrictions. You acknowledge and agree that your use of our Content or access and use of our Platform is subject to our [Acceptable Use Policy](#) incorporated herein by this reference. Except as otherwise permitted under these Terms, you shall not (and shall not assist any third party to): (a) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or derive any source code (or underlying ideas, algorithms, structure or organization) from the Platform, or from any other information by any means whatsoever; (b) distribute, disclose, or allow use of any of the software in any format through any timesharing device, service bureau, network, or by any other means, to or by any third party; or (c) modify or create a derivative work of the Platform or the information or any portion thereof. As a visitor to the Platform, you are prohibited from posting or transmitting any threatening, obscene, libelous, unlawful, or otherwise offensive material. You may not use your user account to send any unsolicited communication (e.g., spam). You are not permitted to link the Platform to any other website or off-site web pages without our prior written permission.

Submission of Information. Any information, material, or idea you submit on the Platform will be considered non-confidential and non-proprietary except to the extent set forth in our [PRIVACY POLICY](#). If any other information you submit constitutes personal data, you agree that we and our affiliates may transmit such personal data, including if

necessary across international boundaries, as required to provide our Product(s) or the Platform.

Disclaimers; Ownership, Limitations On Liability

No Warranty. The Content and Products provided through the Platform are believed to be accurate, but neither we nor our Third Party Providers warrant or guarantee such accuracy. THE CONTENT AND THE PRODUCT(S), INCLUDING WITHOUT LIMITATION ALL PRICES AND SPECIFICATIONS FOR PRODUCT(S), PROVIDED THROUGH THE PLATFORM ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE PLATFORM, PRODUCTS, AND CONTENT ARE PROVIDED ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS AT YOUR OWN RISK.

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO OBLIGATION FOR ANY ERRORS (E.G. TYPOGRAPHICAL ERRORS) OR ANY WARRANTY, EXPRESS OR IMPLIED OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE PRODUCT(S) SOLD, THE CONTENT PROVIDED OR FOR THE PLATFORM.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT, WE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIM AND SHALL HAVE NO WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE CONTENT, PLATFORM, OR PRODUCT(S), AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY UNDER THESE TERMS WILL BE SOLELY AS PERMITTED UNDER THESE TERMS. WE DO NOT WARRANT OR REPRESENT THAT THE PLATFORM, THE PRODUCT(S), OR THE CONTENT ARE ERROR-FREE. WE ARE NOT RESPONSIBLE FOR COSTS OR ANY DAMAGES THAT RESULT FROM RELIANCE ON OR USE OF THE CONTENT OR THE PRODUCT(S) PROVIDED THROUGH THE PLATFORM. Some jurisdictions do not allow the exclusion of implied warranties, so this exclusion may not apply to you.

Ownership, IP. All Content provided through the Platform are protected by copyright owned or licensed by us and our logo and all other logos used on the Platform are protected by trademarks or service marks owned or licensed by us or our licensors. These trademarks and service marks may not be used without our prior explicit written permission. Content includes any and all types of information such as the “look and feel” of the Platform, data files, graphics, text, photographs, drawings, logos, images, sounds, music, video or audio files on the Platform. We try to ensure that the Content on the Platform is accurate and complete. You shall have no rights or interests therein except as set forth in these Terms. You acknowledge and agree that the Product(s) are sold by us and that we are solely liable and responsible for the Product(s) sold and information provided through the Platform. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Product(s), the Platform or the Content provided therein. The Product(s) are owned by us or our relevant Third Party Providers and are provided in conformance to our obligations under the license terms with such Third Party Providers.

Limitations On Liability For Third Party Providers. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WITH ANY OF OUR THIRD PARTY PROVIDERS, AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN COMPANY AND ANY THIRD PARTY PROVIDER. IN ADDITION, YOU ACKNOWLEDGE THAT ALL SUCH THIRD PARTY PROVIDERS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO ANY USER, AND YOU HEREBY WAIVE AND DISCLAIM ANY AND ALL CLAIMS OR DEMANDS OF SUCH NATURE. YOU ACKNOWLEDGE AND AGREE THAT ANY THIRD PARTY PROVIDERS HAVE NO OBLIGATION FOR ANY WARRANTY, EXPRESS OR IMPLIED OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE PRODUCT(S) AND/OR CONTENT PROVIDED THROUGH THE PLATFORM. YOU FURTHER ACKNOWLEDGE AND AGREE THAT WHILE SUCH THIRD PARTY PROVIDERS MAY AGREE TO REFUND THE FEES PAID FOR THE PRODUCT(S), SUCH THIRD PARTY PROVIDERS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHALL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE PRODUCT(S) AND/OR CONTENT PROVIDED, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE SOLELY AS PERMITTED UNDER THESE TERMS.

Damage Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, RESULTING FROM ANY LOSS OF USE, LITIGATION, OR ANY OTHER PECUNIARY LOSS, INCLUDING LOSS OF GOODWILL OR REPUTATION, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING COMPANY'S OWN NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE PLATFORM OR PRODUCT(S), WITH THE DELAY OR INABILITY TO USE THE PLATFORM, OR WITH THE PROVISION OF OR FAILURE TO MAKE AVAILABLE ANY PRODUCT(S) OR CONTENT PROVIDED THROUGH THE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY SHALL BE LIABLE ONLY TO THE EXTENT OF VERIFIABLE, ACTUAL DAMAGES INCURRED BY YOU DIRECTLY RELATED TO THE PAID FOR PRODUCT(S) AND NOT TO EXCEED THE PURCHASE PRICE. YOU ACKNOWLEDGE AND AGREE THAT NEITHER WE NOR THIRD PARTY PROVIDERS ARE LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, CAUSED BY YOUR USE OR MISUSE OF THE PLATFORM, CONTENT, OR PRODUCT(S). Any claims arising in connection with your use of the Platform, any Content, or the Product(s), must be brought within one (1) year of the date of purchase. Remedies under these Terms are exclusive and are limited to those expressly provided for in these Terms. If you are dissatisfied with the Platform or the Product(s), your sole and exclusive remedy shall be the limited refund right or for you to discontinue use of the Platform or the Product(s).

Bargained For Basis. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THESE TERMS AND NEITHER THE PLATFORM, THE CONTENT, NOR THE PRODUCT(S), WOULD BE PROVIDED TO YOU ASBENT SUCH LIMITATIONS OF LIABILITY.

Links. While this Platform may contain links to third party websites, we are not responsible for the content of any linked websites. If provided, we provide these links as convenience and we do not endorse the companies or contents of any linked websites.

Miscellaneous Provisions

Your Responsibility. You understand that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under these Terms and for the consequences (including any loss or damage which we may suffer) of any such breach.

Compliance with Law. You agree that you will not use the Platform for activities prohibited by any applicable state, federal, or other country's laws, rules or regulations. You represent and warrant that: (i) you are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. We make no claims regarding our Platform, Content or Product(s) outside of the United States. If you access the Platform from outside the United States, you do so at your own risk and you are responsible for compliance with the laws of such jurisdiction.

Agreement. Subject to any other written agreement executed by the parties, these Terms constitute the entire agreement and understanding among the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, inducements, and conditions expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. These Terms shall be binding upon and inure to the benefit of the parties, their successors, and assigns. These Terms and your user account may not be assigned with our express, prior written consent which may be withheld at our sole discretion. Notices under these Terms shall be in writing and shall be deemed given when: (i) delivered personally or by respected international carrier; (ii) three (3) business days after the date sent by certified mail, postage prepaid with return receipt requested; or (iii) delivered by email to training@familiesfirstmn.org. Notices sent by mail shall be mailed to Families First of Minnesota, 126 Woodlake Drive SE, Rochester, MN 55904.

Governing Law.

These Terms and the resolution of any dispute related to the terms of these Terms or the Platform shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any principles of conflicts of law.

Arbitration; Collection; Venue.

Any controversy or claim arising out of or relating to these Terms will be settled by arbitration in Olmsted County, Minnesota, at a time and location designated by the arbitrator. Arbitration will be conducted by the American Arbitration Association in accordance with its Rules of Commercial Arbitration, and judgment upon the award

rendered by a single arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will be selected from a panel of persons having experience with and knowledge of the education industry and technology services. Nothing herein contained will bar either party from seeking equitable remedies or any claims related to intellectual property infringement in a court of appropriate jurisdiction sitting in Olmsted County, Minnesota. The party successfully enforcing these Terms under arbitration or court action may be awarded costs and expenses of the arbitration or other action, including reasonable attorney's fees and costs.

No Waiver; Severability. Any failure on the part of a party to these Terms to insist upon strict enforcement of any provision(s) of these Terms shall not be construed as a waiver of any provision or right. Should any provision of these Terms be held invalid or unenforceable, such invalidity will not invalidate the whole of these Terms, but rather that invalid provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of these Terms will remain in full force and effect.

Third Party Beneficiary. You acknowledge and agree that the Third Party Providers are third party beneficiaries of these Terms, and that upon your acceptance of the terms and conditions in these Terms, such Third Party Providers will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary hereof.