

Terms of Use

The following terms and conditions impact your rights and should be read carefully.

This document was last updated: August 2021

General

This Terms of Use Agreement sets forth the standards of the use of Raise Montana's websites: RaiseMT.org, MTChildCareReferral.org, mtchildcare.org, among others. Websites are owned and operated by Raise Montana, a Montana nonprofit corporation classified as tax-exempt under Section 501(c)(3) of the Internal Revenue Code. These Terms set forth the terms and conditions under which you may use our website and the services we offer. This website offers visitors education, resources and services to elevate child care in Montana. By accessing or using this website and our services, you approve that you have read, understood, and agree to be bound by these Terms.

You agree to indemnify and hold Raise Montana harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Raise Montana by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on this website.

To the maximum extent permitted by applicable law, Raise Montana shall not be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of or inability to use the website or the services offered.

To the maximum extent permitted by applicable law, Raise Montana assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage of any nature whatsoever resulting from your access to or use of our website or services; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review this page periodically. When we change the Terms in a material manner, notice will be provided by posting those changes to this website and through notice provided to you, should you opt in to such communication. Your continued use of the website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to use or access) the website or the service.

Users

In order to use our website and/or receive our services, you must be at least 13 years of age or of the legal age of majority in your jurisdiction, whichever is older, and must also possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not

allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

All users that join the Montana Shared Services Alliance (“MSSA”) community have a profile that is visible to other MSSA community members, and your public activity within the community (including, but not limited to, your posts or comments) are visible to other MSSA community members. You may always opt-out and exit the community and your profile will no longer be visible. In such an event, you will not be able to use any of the community features (i.e., forum, etc.)

Any fees paid to Raise Montana will not be refunded. Raise Montana and MSSA have a zero-tolerance policy for discrimination and harassment and reserve the right to revoke the MSSA community membership of any individual who violates the harassment/discrimination & internet conduct policies without refund of membership fees.

By sharing your contact information with Raise Montana and by joining the MSSA community, you agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time--info@mtchildcare.org or (406) 422-9915.

Services

When buying an item/service from Raise Montana and/or MSSA via this website, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it; (ii) you enter into a legally binding contract to purchase an item/service when you commit to buy an item/service and you complete the check-out payment process.

The prices we charge for using our services are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. The fee for the services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your payment method.

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Raise Montana. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time.

User Uploaded Content

You recognize and agree that by uploading any content (including, but not limited to photos, designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website: (i) you own all the relevant rights or received the appropriate license to upload/transfer/send the content and (ii) you agree and consent that the uploaded/transferred content may be publicly displayed on the website.

Liability

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Montana, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Helena. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Contact Us

If you have any questions, comments or concerns about these Terms please contact us:

info@mtchildcare.org
(406) 422-9915

Privacy Policy

This document was last updated: August 2021

Raise Montana is committed to respecting privacy. This privacy policy governs our collection and use of personal and business information collected from visitors to our website, raisemt.org

Our policy is to use any and all data collected by any means only for such uses that are important to our organization, and for the design and/or delivery of services.

Raise Montana is the sole owner of the information collected on this site. We only have access to/collect information that you voluntarily give us via email, a registration form, or other direct contact from you. We will not sell, rent, or otherwise divulge this information to anyone, except as required by law.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request (i.e., to ship an order), except as required by law.

Unless you ask us not to, we may contact you via email in the future to tell you about upcoming events, policy changes that impact our services, and opportunities to engage with Raise Montana.

Security

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Raise Montana takes precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information (including, but not limited to, credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your Web browser, or looking for “https” at the beginning of the address of the Web page. We use a secure online payment company (ex. PayPal) for all online payment transactions.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job duty are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

Links

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This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

Contacting Us

If you feel that we are not abiding by this privacy policy, to inquire about your personal information Raise Montana has on record, or to correct any inaccuracies, please contact Raise Montana at info@mtchildcare.org or (406) 422-9915.

Website Disclaimer

This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services (“Department”). The statements herein do not necessarily reflect the opinion of the Department.

In accordance with Federal civil rights law and U.S. Department of Agriculture (“USDA”) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

(1) Mail:

U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) Fax: (202)690-7442; or

(3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

How to File a Complaint

If you believe that you have been discriminated against because of race, color, national origin, age, disability, and sex, you have a right to file a complaint.

To file a complaint of discrimination contact:

Office for Civil Rights
U.S. Department of Health & Human Services
1961 Stout Street – Room 1426
Denver, CO 80294
(303) 844-2024; (303) 844-3439 (TDD)

Resource Library Disclaimer

Resources have been collected, created, or donated to the Montana Shared Services Alliance for the use of child care businesses and professionals.

These resources are being provided as a convenience and for informational purposes only. Raise Montana bears no responsibility for the accuracy, legality of content.

MSSA Forum Code of Conduct

Welcome, MSSA members! The forum is designed to be a place where you can connect with your peers to problem solve, collaborate, celebrate, learn and more! Before you start posting (or if you've been posting for a while but feel like you need to refresh the basics), please take a moment to review this code of conduct.

The MSSA forum strives to be a safe online space for building community. Please do not ever post with the sole purpose and intention to upset other members.

By logging into our forums, you are expressly agreeing to the rules listed below and the MSSA Member Handbook found [here](#).

GENERAL RULES:

- Always treat others with kindness and respect.
- Seek to support your peers.
- Use appropriate language.
- Do not intentionally insult or offend others.

WE DON'T TOLERATE:

- Hate speech including, but not limited to, intimidation or harassment in any form, and sexual, racial, ethnic, sexist, ableist, classist, homophobic, or transphobic slurs, and discrimination.
- Posting links to phishing sites, malware, or spyware.
- Impersonating forum moderators or other users.
- Posting something that is knowingly false.
- Posting pornography, inappropriate or offensive content and things that are generally considered not suitable for the child care professional.
- Threats of violence, harassment or privacy breach.
- Using a third party's intellectual property (full or partial scans of articles, books, full transcriptions of articles, etc.) unless you have permission to do so and you cite your sources.
- Use of language that is abusive, vulgar, hateful, defamatory, obscene, profane, threatening, privacy-invasive, or law-violating.
- Taking any other actions that are deemed inappropriate by Raise Montana at our sole discretion.

HOW WE MODERATE:

If you see a person breaking the rules, please alert Raise Montana staff.

If you should break any of the above rules, you will receive a written warning from Raise Montana staff. Should you proceed to break any of the rules again, you will be banned from posting on the forum. Further actions including, but not limited to, written warnings, suspension of forum use and termination of MSSA membership, may be taken at the discretion of Raise Montana.

Raise Montana reserves the right to edit or delete any post that we feel breaks any of the rules stated within the hereby Forum Code of Conduct.

These Forum Rules are subject to change at any time, but we will try and inform you via the forum when they do.

If you are confused about any particular action taken that involves you, please contact us:

info@mtchildcare.org
(406) 422-9915