



**RCAW**  
Respite Care Association  
of Wisconsin

## **Learner Terms and Conditions of Use of Training**

### **Learner Acceptance of the Terms and Conditions of Use.**

**IMPORTANT! Please read these terms and conditions of use carefully before using this site.**

By accessing and using this site, you agree to these Terms and Conditions of Use. If you do not agree to these Terms and Conditions of Use, you will not be granted access to the training courses offered at this site ("Training Site").

IF YOU DO NOT AGREE WITH ALL OF THE LEGAL TERMS IN THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM ACCESSING OR USING THE TRAINING SITE AND/OR YOU MUST DISCONTINUE USE IMMEDIATELY.

The trainings are offered by Respite Care Association of Wisconsin ("RCAW," "We", "Our") and the State Partner<sup>1</sup> ("USER"), and are made available to learners who are 13 years of age or older and reside in the United States or any of its territories or possessions. By accessing and using this Training Site, you represent and warrant that you are of legal age to form a binding contract with RCAW and USER meet all the foregoing eligibility requirements.

We recommend that you print a copy of these Terms and Conditions of Use for your records, as they are binding on you.

### **Changes to the Terms and Conditions of Use.**

RCAW may revise and update these Terms and Conditions of Use from time to time in our sole discretion and we will make reasonable efforts to notify you of the changes. You waive any right to receive specific notice of revisions, updates, or changes. All revisions, updates, or changes are effective immediately when posted and apply to all use of the Training Site thereafter.

Your continued use of the Training Site following the posting of revised Terms and Conditions of Use means that you accept and agree to the changes. It is your responsibility to check this page from time to time, so you are aware of any changes, as they are binding on you.

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<sup>1</sup> As of December 18, 2024, current State Partners are Illinois Respite Coalition, Rewarding Work – Kansas, Rewarding Work - Massachusetts, New Mexico Caregivers Coalition, South Carolina Respite Coalition, and Children's Home Network (Florida). RCAW's trainings are Wisconsin and National and there are no State Partners associated with these. You are assigned to your State Partner's trainings based on where you live. If you do not live in any of the abovementioned states, you will be assigned to the National training.

## **Intellectual Property Rights.**

The National Respite Care Provider Training™ ("NRCPT") (which does not include any state specific training) slides are labeled with logo, and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof, with the exception of any external links) are owned by RCAW, its affiliates, partners, collaborators, or licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights law.



Additionally, any Wisconsin specific training and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by RCAW, its affiliates, partners, collaborators, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

## **Trademarks.**

RCAW's name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of RCAW or its affiliates, partners, or collaborators. You must not use such marks without the prior written permission of RCAW. All other names, logos, product and service names, designs, and slogans on this Training Site are the trademarks of their respective owners.

## **Content.**

The contents of the Training Site, such as courses, text, graphics, images, information, and other material contained on the Training Site ("content") are for informational purposes only. The content is not intended to be a substitute for professional medical/psychological advice, diagnosis, or treatment, nor a substitute for legal or any other type of professional advice. Always seek the advice of a skilled practitioner with any questions you may have regarding a medical condition or legal issue. Never disregard professional advice because of something you have read on the Training Site.

RCAW does not recommend nor endorse any specific tests, physicians, products, procedures, legal advice, opinions, or other information that may be mentioned on the Training Site. Reliance on any information provided RCAW, RCAW employees, others

appearing on the Training Site at the invitation of RCAW, or other visitors to the Training Site is solely at your own risk.

**RCAW is not responsible for the content of any additional slides, information, training, courses, or materials added by the USERS to the Training Site that incorporates state-specific training.**

### **Use of Content.**

RCAW authorizes you to view or download a single copy of the NRCPT on the Training Site solely for your personal, noncommercial use.

**You may only use the provided certificates (after successful completion of a course on the Training Site) as Certificates of Completion. The courses and content (including but not limited to the National Respite Care Provider Training™ (“NRCPT”)) on the Training Site are NOT certifications, accreditations, or licensing programs. The Certificates of Completion’s purpose is solely to indicate that an individual has completed a course on the Training Site. Because the training certificates are not certifications, accreditations, or licenses, they cannot be used, promoted, or marketed in any way that would imply that the training certificates are certifying, accrediting, or licensing anyone by RCAW, or any government or licensing agency.**

You must not:

1. Modify copies of any materials from this site.
2. Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
3. Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
4. Reproduce, sell, publish, distribute, display, repost, or otherwise use any portion of any materials found on this Training Site in any other way or for any other purpose.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Training Site in breach of the Terms and Conditions of Use, your right to use the Training Site will stop immediately and you must, at our option, return or destroy any copies of the material you have made. No right, title, or interest in or to the Training Site or any content on the Training Site is transferred to you, and all rights not expressly granted are reserved by RCAW, or its affiliates, partners, or collaborators. Any use of the site not expressly permitted by these Terms and Conditions of Use is a breach of these Terms and Conditions of Use and may violate copyright, trademark, and other laws.

If you wish to make any use of the content or intellectual property other than as set out in this section or elsewhere in our Terms and Conditions of Use, please address your request to: [info@repsitecarewi.org](mailto:info@repsitecarewi.org). If we ever grant you the permission to post,

reproduce, or publicly display any part of our content or intellectual property, you must identify us as the owners or licensors of the content, or intellectual property, and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our content.

We reserve all rights not expressly granted to you in these Terms and Conditions of Use.

Any breach of these intellectual property rights will constitute a material breach of our Terms and Conditions of Use and your right to use the Training Site will terminate immediately.

### **Prohibited Uses.**

You may use the Training Site only for lawful purposes and in accordance with these Terms and Conditions of Use. You agree not to use the Training Site:

1. In any way that violates any applicable federal, state, local, or international law or regulation including, without limitation, any laws regarding the export of data or software to and from the US or other countries.
2. To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the content standards set out in these Terms and Conditions of Use.
3. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Training Site, or which, as determined by RCAW, may harm RCAW or users of the Training Site, or expose them to liability.

*Additionally, you agree not to:*

4. Use any robot, spider, or other automatic device, process, or means to access the Training Site for any purpose, including monitoring or copying any of the material on the Training Site.
5. Use any manual process to monitor or copy any of the material on the Training Site or for any other purpose not expressly authorized in these Terms and Conditions of Use without our prior written consent.
6. Use any device, software, or routine that interferes with the proper working of the Training Site.
7. Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
8. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Training Site, the server on which the Training Site is stored, or any server, computer, or database connected to the Training Site.

9. Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Training Site in a way that infringes on the intellectual property rights of others or on the privacy or publicity rights of others.
10. Use the Training Site in a way that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by RCAW in its sole discretion.
11. Otherwise attempt to interfere with the proper working of the Training Site.

### **User Submissions.**

Please review this section and the "Prohibited Uses" section carefully prior to uploading any communication or content to the Training site to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Training.

You agree that you will not upload or transmit any communications or content of any type to RCAW or the USER that infringes or violates any rights of any party. By submitting communications or content to RCAW or the USER, you agree that such submission is non-confidential for all purposes.

User Submissions may be viewable by other users or learners of the Training and through third-party websites. If you post content within on the Training site, you are solely responsible for your content, the consequences of posting the content, and your reliance on any content found in the Training site. RCAW and the USER are not responsible for the consequences of any content posted by you on the Training site. You expressly agree to reimburse RCAW and/or the USER for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

You are also strictly prohibited from posting any content that is offensive, obscene, illegal, hateful, harassing, or that discriminates based on age, gender, race, color, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, gender identity, or physical, mental, emotional, or learning disability or otherwise irrelevant content. Any such posting will be immediately removed and reported to the appropriate authority(ies).

In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately. If you think you may have a medical emergency, call 9-1-1 immediately. If you suspect child or elder abuse, call the Wisconsin Department of Children and Families at 608-422-7000 (if located in Wisconsin), or similar organization/agency where you are located.

### **Monitoring and Enforcement; Termination.**

RCAW and USER have the right to:

1. Remove or refuse to post any User Submissions for with or without cause in our sole discretion.
2. Take any action with respect to any Training Site user that is deemed necessary or appropriate in our sole discretion, including if RCAW believes that such user violates the Terms and Conditions of Use, including the content standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Training Site or the public, or could create liability for RCAW and its collaborating partners.
3. Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
4. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Training Site.
5. Terminate or suspend your access to all or part of the Training Site with or without cause, including without limitation, for any violation of these Terms and Condition of Use.
6. Without limiting the foregoing, RCAW has the right to cooperate fully with any law enforcement authorities or court order requesting or directing RCAW to disclose the identity or other information of anyone posting any materials on or through the Training Site.
7. If we terminate or suspend your account, or access to the Training Site, for any substantiated reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

YOU WAIVE AND HOLD HARMLESS RCAW AND ITS AFFILIATES, COLLABORATORS, PARTNERS, AND SERVICE PROVIDERS, AND EACH OF THEIR AND OUR RESPECTIVE LICENSEES, SUCCESSORS, AND ASSIGNEES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY RCAW AND THE FOREGOING PARTIES, DURING OR TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER RCAW, THE FOREGOING PARTIES, OR LAW ENFORCEMENT AUTHORITIES.

We do not undertake a review of material before it is posted on the Training Site and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, RCAW and the USER assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for the performance or nonperformance of the activities described in this section.

In consideration of being allowed to use the Training Site, you agree that the following actions shall constitute a material breach of these Terms and Conditions of Use:

1. Using information on the Training Site for any purpose in violation of local, state, national, or international laws.
2. Using information on the Training Site for any purposes not specifically indicated in these Terms and Conditions of Use.
3. Posting material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others.
4. Posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by RCAW or USER in their sole discretion.
5. Impersonating another person.
6. Distributing viruses or other harmful computer code.
7. Harvesting or otherwise collecting information about others, including email addresses, without their identification for posting or viewing comments; consent;
8. Engaging in any other conduct that restricts or inhibits any other person from using the Training Site, or which, in the judgment of the RCAW or USER, exposes RCAW or USER, any of its Training Site users to any liability or detriment of any type; or
9. Any other reason that RCAW or USER determines a user's actions or inactions are harmful, detrimental, or in any way undermines the purpose or integrity of the Training Site or these Terms and Conditions of Use.

#### **Modifications, Corrections, and Interruptions.**

RCAW reserves the right to change, modify, or remove the contents of the Training Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Training Site. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the content on the Training Site.

We cannot guarantee the Training Site will be available at all times. The Training Site may experience hardware, software, or other problems or need to perform maintenance related to the Training Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the content on the Training Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Training Site during any downtime or discontinuance of the Training Site. Nothing in these Terms and Conditions Use will be construed to obligate us to maintain and support the content on the Training Site or supply any corrections, updates, or releases in connection therewith.

Additionally, there may be information on the Training Site that contains typographical errors, inaccuracies, or omissions, including descriptions, funding, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Training Site at any time, without prior notice.

#### **Disclaimer of Warranties.**

You understand that RCAW cannot and does not guarantee or warrant that files available for downloading from the Training Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, RCAW WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE TRAINING SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE TRAINING SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY TRAINING SITE LINKED TO IT.

YOUR USE OF THE TRAINING SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE TRAINING SITE IS AT YOUR OWN RISK. THE TRAINING SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE TRAINING SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER RCAW, NOR USER, NOR ANY PERSON ASSOCIATED WITH RCAW OR USER MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE TRAINING SITE. WITHOUT LIMITING THE FOREGOING, NEITHER RCAW NOR ANYONE ASSOCIATED WITH RCAW REPRESENTS OR WARRANTS THAT THE TRAINING SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE TRAINING SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE TRAINING SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE TRAINING SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, RCAW HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.



### **Limitation of Liability.**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL RCAW, ITS COLLABORATORS, PARTNERS, AFFILIATES AND SERVICE PROVIDERS, AND EACH OF THEIR AND OUR RESPECTIVE LICENSEES, SUCCESSORS, AND ASSIGNEES, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, WHETHER KNOWN OR UNKNOWN, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE TRAINING SITE, ANY SITES LINKED TO IT, ANY CONTENT ON THE TRAINING SITE OR SUCH OTHER TRAINING SITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The Limitation of Liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Links to Other Sites.**

The Training Site may include links to third-party sites. RCAW does not recommend and does not endorse the content on any third-party sites. RCAW is not responsible for the content of linked third-party sites, sites framed within the Training Site, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party sites is at your own risk and subject to the terms and conditions of use for such sites. RCAW does not endorse any product, service, or treatment mentioned on the Training Site.

### **Indemnification.**

You agree to defend, indemnify, and hold harmless RCAW, its affiliates, collaborators, partners, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, torts, taxes, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

1. Your breach or violation of these Terms and Conditions of Use or your use of the Training Site, including, but not limited to, your User Submissions, any use of the Training Site's content or services other than as expressly authorized in these Terms

and Conditions of Use, or your unauthorized, unlawful, or improper use of any information obtained from the Training Site;

2. Any breach of your representations and warranties set forth in these Terms and Conditions of Use
3. Your violation of the rights of a third party, including but not limited to intellectual property rights; or
4. Any overt harmful act toward any other user of the Training Site with whom you connected via the Training Site.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

#### **Arbitration.**

At the RCAW's sole discretion, we may require you to submit any disputes arising from these Terms and Conditions of Use or use of the Training, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association. Any award from Arbitration is final, binding, and enforceable in any court of competent jurisdiction.

#### **Limitation on Time to File Claims.**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF CONDITIONS AND USE OR THE TRAINING MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **Waiver and Severability.**

No waiver by RCAW of any term or condition set out in these Terms and Conditions of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of RCAW to assert a right or provision under these Terms and Conditions of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Entire Agreement.**

These Terms and Conditions of Use between you and RCAW, constitute the entire agreement between you and RCAW, with respect to the use of the Training Site, notwithstanding additional specific disclaimers on the Training Site for other Training Site features, with respect to the use of its Training Site and content.

Our failure to exercise or enforce any right or provision of these Terms and Conditions of Use shall not operate as a waiver of such right or provision. These Terms and Conditions of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms and Conditions of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions of Use or use of the Training Site. You agree that these Terms and Conditions of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and Use and the lack of signing by the parties hereto to execute these Terms and Conditions of Use.

**Contact Us.**

In to resolve a complaint regarding the Training Site or to receive further information regarding use of the Training Site, you may email us [info@respitcarewi.org](mailto:info@respitcarewi.org).