ASQ FAMILY ACCESS END USER LICENSE AGREEMENT


ASQ Online is the web-based management system for the Ages & Stages Questionnaires® product suite, including but not limited to the Ages & Stages Questionnaires®, Third Edition (ASQ-3™): A Parent-Completed Child Monitoring System and Ages & Stages Questionnaires®: Social-Emotional (ASQ:SE): A Parent-Completed, Child-Monitoring System. ASQ Online includes but is not limited to ASQ Pro, ASQ Enterprise, ASQ Family Access, ASQ Hub, and ASQ API. This ASQ Family Access End User License Agreement ("Agreement") is a legal agreement between You and Paul H. Brookes Publishing Co., Inc. ("Brookes Publishing Co.").

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ASQ Online is a web-based screening, monitoring, and reporting system designed to record ASQ screening results and track, report on, and otherwise monitor the developmental progress of children between the ages of 1 month and 5 ½ years. ASQ Family Access is a web-based demographics and screening-results collection mechanism that collects data You provide on the ASQ Family Access Site and makes that information available to an ASQ Online Account Holder and any of that Account’s Authorized Users. ASQ Family Access is an interactive, evolving system, and enhancements to the existing functionality as well as new features may be added at any time. This Agreement covers the current and all future iterations of ASQ Family Access. ASQ Online and ASQ Family Access are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. ASQ Online is licensed, not sold. For purposes of this Agreement:

(a) "Site" means the ASQ Family Access portions of ASQ Online that can be accessed by ASQ Family Access Authorized Users who have entered an ASQ Family Access domain by invitation ("Invitation") of an Authorized User.

(b) "Services" means all features of the Site including but not limited to those services that assist in the screening, monitoring, facilitating, or reporting on developmental progress of children.

(c) "Content" means the text, pictures, sound, graphics, logos, marks, symbols, software, and tools used in conjunction with, or otherwise made available through, the Site by Brookes Publishing Co.

(d) "Child Profile" means any user-supplied or user-generated data associated with a single infant/child/student/patient including but not limited to demographic and family information, screening results, narrative and/or picture examples, and notes.

(e) "Screen" or "Screening" means any user-supplied or user-generated data associated with a single infant/child/student/patient including but not limited to responses to the items of an ASQ-3 or ASQ:SE questionnaire, overall concerns, and additional information gathered while using an ASQ-3 or ASQ:SE interval.

(f) "Child Data" means user-supplied or user-generated data that have been entered into the Site in the form of Child Profile(s), and Screen(s), as well as reports, notes, documents, events, and related communications associated with the Child Profile(s) and Screen(s) in ASQ Online.

(g) "Caregiver Data" means user-supplied or user-generated data that have been entered into the Site in the form of Child Profile(s), Screen(s), notes(s), and any additional information associated with Child Profile(s) and Screen(s) that has been entered.

(h) "Account" means the specific relationship with Brookes Publishing Co. established to provide for Your access to the Site and Services via the Authorized User who created an ASQ Family Access domain You may enter.

(i) "Hub" means a specific relationship with Brookes Publishing Co. established to allow an administrative entity to be electronically linked to certain ASQ Enterprise and/or ASQ Pro Accounts.

(j) "System Administrator" means the ASQ Online System Administrator. The System Administrator serves as the primary contact at Brookes Publishing Co. for an Account Administrator. System Administrator is a role reserved solely for Brookes Publishing Co.

(k) "Account Holder" means the party purchasing a subscription (or acquiring rights to a free trial) that provides access to the Site and Services for You.

(l) "Hub Holder" means the party purchasing a subscription that provides access to the Site and Services for a Hub (see definition i above).

(m) "Authorized User" means any individual person, such as but not limited to an early interventionist(s), home visitor(s), social worker(s), teacher(s), administrator(s), physician(s), nurse(s), specialist(s), child care provider(s), and/or other interested party(ies), who has been granted access rights and permissions through an Account to use the Site and Services. Any individual who is granted access by Invitation (see definition t) to ASQ Family Access to complete a questionnaire as a parent, relative, or primary caregiver to a child shall be referred to as an ASQ Family Access Authorized User (see definition r below).
(n) “Account Administrator” means the Authorized User who is the account administrator and manager for the Account that provides access to the Site and Services for You.
(o) “Program Administrator” means an Authorized User who, for an ASQ Enterprise Account, is the administrative manager in an Account. A Program Administrator may create and interact with Child and Caregiver Data as well as other data in the Account.
(p) “Hub Administrator” means an Authorized User who has been granted access rights and permission by the System Administrator to view certain data in one or more existing Accounts that are linked by the System Administrator through an ASQ Hub.
(q) “Provider” means an Authorized User (other than an ASQ Family Access Authorized User, see definition r) who many create and interact with data in an Account, including but not limited to the Child and Caregiver Data in Child Profile(s) and associated Screen(s), that a Program Administrator or fellow Program Provider grants him or her ability to access.
(r) “ASQ Family Access Authorized User” means a parent, family member, guardian, foster parent, primary caregiver, and/or other interested party who has received an Invitation (see definition t) from an Authorized User, such as a Program Administrator or Provider, and has received access to an ASQ Family Access domain.
(s) “Caregiver” means a parent, family member, guardian, foster parent, primary caregiver, and/or other interested party who completes an interval of ASQ or ASQ:SE, whether on paper, with a Provider, or via ASQ Family Access; a Caregiver may have information recorded about him or her in the Child Profile of the child with whom he or she is associated.
(t) “Invitation” means the mechanism by which You gained access to an ASQ Family Access domain from an Authorized User. This mechanism may take the form of a URL or a link to an ASQ Family Access URL via print, email, or the Internet. You may have received this Invitation directly (e.g., e-mail or letter) or indirectly (e.g., published in a newspaper, received second-hand) from an Authorized User.
(u) “Reports and Forms” mean screenings, communications, and reports, generated from the Child Data and Caregiver Data for one or more children and their Caregivers.

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3. Term of Agreement.
3.a. Use. The term of this Agreement begins as soon as You accept an Invitation either directly or indirectly from an Authorized User and continues until You navigate away from an ASQ Family Access domain and/or close Your web browser. Your access to a specific ASQ Family Access domain(s) ends when the subscription of the Account Administrator(s) and/or Account Provider(s) who created the domain(s) are cancelled or terminated or when Your relationship with that Account ends.
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4.b. By entering Your contact information into ASQ Family Access, You are granting permission to the Account Holder and any Authorized Users within the Account to use this information to contact You.

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