

FAMILY ACCESS END USER LICENSE AGREEMENT

IMPORTANT—PLEASE READ CAREFULLY. YOUR USE OF THE **ASQ Family Access** WEB SITE, www.asqonline.com ("SITE"), AND ASQ Online SERVICES AND ASSOCIATED SOFTWARE ("SERVICES") IS CONDITIONED UPON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THE TERMS OF THIS FAMILY ACCESS END USER LICENSE AGREEMENT AND ITS RELATED TERMS OF USE AND PRIVACY POLICY.

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, and ASQ Hub. 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."), a Maryland corporation using the mailing address P.O. Box 10624, Baltimore, Maryland 21285. "You" refers to any individual who gains access through an Authorized User to use the Site and Services. By selecting the "I AGREE" button or by entering an ASQ Family Access domain, , You agree to be bound by the terms of this Agreement and its related **Terms of Use** and **Privacy Policy**. If You do not agree to the terms of this Agreement, you are not authorized to use ASQ Family Access or any of its components; please select the "I DO NOT AGREE" button.

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. Family Access is a web-based demographics and screening-results collection mechanism that collects data You provide on the Family Access Site and makes that information available to an ASQ Online Account Holder and any of that Account's Authorized Users. 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 Family Access. ASQ Online and 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 Family Access portions of ASQ Online that can be accessed by Family Access Authorized Users who have entered a Family Access domain at the Invitation of an Authorized User.

(b) "Services" means all features of ASQ Online and 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 has been entered into the Site in the form of Child Profile(s), screen(s), note(s) and any additional information associated with Child Profile(s) and screen(s) that have been entered.

(g) "Caregiver Data" means user-supplied or user-generated data that has been entered into the Site in the form of Child Profile(s), screen(s), note(s) and any additional information associated with Child Profile(s) and Screen(s) that have 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 Account Holder who created any Family Access domain you may enter.

i "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.

(j) "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 **s**) 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 **k** below).

(k) "Family Access Authorized User" means a parent, family member, guardian, foster parent, primary caregiver, and/or other interested party who has received an Invitation from an Authorized User and has received access to a Family Access domain.

(m) "Invitation" means the mechanism by which You gained access to a 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 newspaper, received second-hand) from an Authorized User.

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1.b. Privacy Policy. The Privacy Policy, posted on the registration page of Family Access, which are not protected by username and password, is a part of this Agreement. The Privacy Policy explains how Brookes Publishing Co. collects, protects, uses, and reports any personal information gathered at the Site. You are responsible for knowing the content of the Privacy Policy.

2. User Access. By accepting an Invitation to use the Site, You are accepting the usage rights in the Family Access Authorized User role. By accepting an Invitation, Family Access Authorized Users may access the Site, Services, and Content as allowed in their role.

2.a. Rights Management. Authorized Users assign access rights and permissions for each Family Access Authorized User via a direct or indirect Invitation. It is understood that caregivers perform the role of Family Access Authorized User. Although Family Access Registered Users do not assign access rights and permissions to any other users, Family Access Registered Users may aid in the delivery of an indirect Invitation.

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 a Family Access domain and/or close your web browser. Your access to a specific Family Access domain(s) ends when the subscription(s) of the Account Holder(s) who created the domain(s) are cancelled or terminated or when your relationship with that Account Holder ends.

3.b. Termination. Brookes Publishing Co. reserves the right to terminate this Agreement at any time if You breach the terms of this Agreement. In such case, access to the Site and Services will be discontinued until such time as the breaches of terms are resolved to the satisfaction of Brookes Publishing Co. The following provisions of this Agreement will survive the expiration or termination of this Agreement: Protection from Unauthorized Use or Access, Limitation of Warranties, and Limitation of Liability.

5. Restrictions of Use. Use of the Site, Content, and Services is restricted as described herein and in the accompanying **Terms of Use**:

(a) By entering the information you provide within Family Access, including but not limited to demographic information about You and/or the child for whom you are entering the screening results and the screening results themselves, you grant access, control, and storage of data you input to the Account Holder and grant use of the data to any Authorized Users within the Account.

(b) By entering your contact information into Family Access, you are granting permission to the Account Holder and any Authorized Users within the Account to use this information to contact you.

(c) You may use the Site solely to support Your own child-related activities and for the benefit of personnel who are employed by the Account Holder of the Account from which your Invitation was granted and/or other infants/children/students/patients and their families served by the Account Holder of the Account from which your Invitation was granted. You may not utilize the Services on behalf of any third party.

(d) When permitted by Site functionality, you may print the Content for your non-commercial use for personal purposes only, provided that You keep intact all copyright and other proprietary notices.

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(b) remove any proprietary, copyright, or other intellectual property notices from the Site or from any materials generated from the Site; or

(c) provide or permit use or access to the Site or Services in violation of any United States export control regulations or applicable federal laws, including but not limited to, the Children's Online Privacy Protection Act ("COPPA").

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ACKNOWLEDGMENT

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE FOREGOING AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

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