

ACCESS AND USE AGREEMENT

Welcome to CarePortal, a proprietary Software as a Service (“SaaS”) technology platform owned and operated by The Global Orphan Project, Inc. (“GO Project”). In these Terms of Service (“Terms”), GO Project and CarePortal are together referred to as “CarePortal” or “We.”

Please read these Terms carefully. This is a binding agreement on you, personally, and on any organization, agency, or entity that you represent (collectively “You” / “Your”) in accessing and using CarePortal. CarePortal has multiple websites and integrated platforms, including the More Than Enough Toolshare Learning Management System (“Toolshare LMS”), the More Than Enough Church Assessment, and the CarePortal Child Well-Being App, that link to these Terms and that form, as a whole, the CarePortal SaaS platform. In these Terms, the word “Sites” refers to each of the CarePortal related websites and the services offered on those Sites. These Terms govern your use of the Sites, and you agree to the Terms and to our [Privacy Policy](#) simply by using or logging into the Sites.

We are granting You access to and use of CarePortal, including the CarePortal related Sites, pursuant to these Terms.

A. CarePortal - Access to and Use of SaaS Platform - Not a Direct Service Provider

There are multiple categories of CarePortal users, as follows:

1. Requesting Agencies. These are child-serving and/or family-serving agencies or organizations providing social services to children and families in crisis. They are uncovering and vetting needs of children and families. In a CarePortal approved Requesting Agency, there are various types of CarePortal users, including agency administrators, agency representatives, and agency workers, who are involved in entering needs into CarePortal and monitoring those needs through closure within CarePortal.
2. Local Churches. These are local churches that enroll in CarePortal to say “yes” that they are willing to see and help meet needs entered by Requesting Agencies into CarePortal. There are various types of CarePortal users within enrolled local churches, including pastors, point people, administrators, family advocates, church responders, and Care Communities.
3. Community Responders. These are individuals, businesses, organizations, and other groups who are saying “yes” to see and help fund and otherwise meet needs

entered by Requesting Agencies into CarePortal. This category of users includes Community Champions and individual Community Responders.

4. Content Partners. These are individual and/or organizational partners who create training and other content that is distributed through the CarePortal platform, including through the Toolshare LMS.
5. Implementing Partners. These are individuals and/or organizations, often other nonprofit organizations, who are granted permission to locally implement CarePortal in their communities.

The above categories of users, and any others that may be added, are collectively referred to as “Care Stakeholders.” You are a Care Stakeholder in one or more user categories.

CarePortal is a SaaS technology platform that connects willing Care Stakeholders, so that approved Requesting Agencies can enter vetted needs of children and families in crisis, Local Churches and Community Responders can see and have the opportunity, but not the obligation, to say “yes” to help meet the needs entered, and the Care Stakeholders are digitally connected to meet such needs for the benefit of children and families. As a SaaS technology platform, CarePortal automates and facilitates care connections and the distribution of content through the platform, as well as providing various reporting and analytics services. Through these Terms, You are being granted access to and use of CarePortal.

You acknowledge and understand that **CarePortal is not a direct service provider** to the children and families whose needs are entered into CarePortal, and You are not expecting or contracting for such direct services from CarePortal through these Terms.

B. Care Stakeholder Trust Commitments

All Care Stakeholders, including You, who access and use CarePortal, whether on an individual basis or on behalf of an agency or organization, commit to do so with a good faith desire to serve children and families in crisis, and never to exploit, abuse, or otherwise harm children and families, or other Care Stakeholders, in any way. **Each and every Care Stakeholder using CarePortal to make care connections takes responsibility for his/her/its own actions and/or inactions**, and commits to never intentionally or negligently hurt children and families or other Care Stakeholders. It is upon this core trust that these Terms are established, and that access and use of CarePortal is authorized.

C. Your Accounts

You may be required to create an account and specify a password in order to use certain services or features on the Sites. To create an account, You must be at least 18 years old and You must provide truthful and accurate information about Yourself. You agree that You

have not and will not impersonate anyone else when You create Your account. If Your information changes at any time, please update Your account to reflect those changes. In some cases, an account may be assigned to You by an administrator, such as Your employer, organization, church, or agency. If You are using or logging into an account assigned to You by an administrator, additional terms may apply to Your use of the Sites. Moreover, Your administrator may be able to access or disable Your account without our involvement. You may not share Your account with anyone else. Please keep Your password confidential, and try not to use it on other websites. If You believe that Your account has been compromised at any time, please notify Your system administrator.

D. Partner Affiliation

Please note that if You enroll in CarePortal and opt-in to share Your information with the partner site You came through, You acknowledge and agree that Your participation creates no expectation of privacy. You acknowledge that any Content (as defined in Section F, below) that You communicate may be seen and used by others.

E. Modifications and Termination

Because we are a SaaS technology platform and the development and improvement of technology is continuous, We reserve the right to modify our Sites at any time, with or without notice to You, and commit to not do so in any manner violative of law. While we strive for excellence and consistency, we must have flexibility in the ongoing technology development and operation of the platform.

F. Content You Post

We may provide opportunities for You to post text, photographs, videos, training resources, or other content (collectively, “Content”) on the Sites. You agree to post Content in good faith that is intended to build others up, and never to post Content that hurts others or in any way violates the legal or confidentiality rights of others. You can only post Content if You own all the rights to that Content, or if another rights holder has given You permission to post the Content at issue. You do not transfer ownership of your Content simply by posting it. However, by posting Content, You grant CarePortal, our agents, licensees, and assigns an irrevocable, perpetual (non-exclusive) right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use Your Content. Please note that this license continues even if You stop using our Sites. If You send any information, ideas, suggestions, or other communications to CarePortal, those communications will not be confidential. Unless CarePortal tells You otherwise, we reserve the right to reproduce, use, disclose, and distribute such communications without any obligation to You. IF YOU CHOOSE TO MAKE ANY OF YOUR

PERSONAL INFORMATION OR OTHER CONTENT PUBLICLY AVAILABLE ON OR THROUGH THE SITES, YOU DO SO AT YOUR OWN RISK.

G. Content Posted by Others

We are not responsible for and do not endorse Content posted by any other person. Accordingly, we may not be held liable, directly or indirectly, for any loss or damage caused to You in connection with any Content posted by another.

H. Content Term Specific to Toolshare LMS

As part of the Toolshare LMS within CarePortal, You may be granted the ability to create a Resource Room that allows You to (a) pull Content from a Shared More Than Enough (MTE) Resource Room in the Toolshare LMS into Your Resource Room, and (b) post Your own Content into Your Resource Room. Any of Your own Content that You post in Your Resource Room will only be displayed in Your Resource Room. For Your own Content, You will have the option, but not the obligation, to submit Your Content for review by a panel of Toolshare LMS subject matter experts to determine whether to include Your Content in the Shared MTE Resource Room. By submitting Your Content for such consideration, You grant CarePortal, our agents, licensees, and assigns an irrevocable, perpetual, non-exclusive right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, exhibit, and otherwise use and share Your Content.

I. Your Confidential Information

If You, as a Care Stakeholder, including a Requesting Agency, have a legal, contractual, or organizational duty to protect Confidential Information, such as the identities of children and families, information covered by HIPAA, or other protected Confidential Information, You agree not to enter any such protected Confidential Information into CarePortal. CarePortal assumes no responsibility to police Your confidentiality obligations.

J. Your Use of the Sites

You agree that You will not use the Sites in a way that violates any laws, infringes on anyone's rights, is offensive, or interferes with the Sites or any features on the Sites (including any technological measures we employ to enforce these Terms). If We (in our sole discretion) determine that You have acted inappropriately, We reserve the right to take down Content, terminate Your account, prohibit You from using the Sites, and take any other appropriate actions, legal or otherwise.

Using our Sites does not give You ownership of any intellectual property rights in/to CarePortal or the Sites or to the Content that You access. You may not use Content from our Sites for Your

use external to the Sites unless You obtain permission from us or the Content's owner, or unless You are otherwise permitted by law.

When You use the Sites or send communications to us through the Sites, You are communicating with us electronically. You consent to receive electronically any communications related to Your use of the Sites. We may communicate with You by email or by posting notices on the Sites. You agree that all agreements, notices, disclosures, and other communications that are provided to You electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by You shall be deemed delivered and effective when sent to the email address You provide to us. Please note that by submitting Content, creating a user account, or otherwise providing us with Your email address, postal address, or phone number, You are agreeing that We or our agents may contact You at that address or number in a manner consistent with our [Privacy Policy](#).

The Sites may contain links to third-party websites. That does not mean that We control or endorse those websites or any goods or services sold on those websites. Similarly, the Sites may contain ads from third-parties. We do not control or endorse any products being advertised.

K. Social Networks

The Services that We provide through the Sites may include features that operate in conjunction with certain third-party social networking websites that You visit, such as Facebook, Instagram, YouTube, Vimeo, and Twitter ("Social Network Features"). While Your use of the Social Network Features is governed by these Terms, Your access and use of third-party social networking sites and the services provided through the Services is governed by the terms of service and other agreements posted on these sites. You are responsible for ensuring that Your use of those sites complies with any applicable terms of service or other agreements.

L. SaaS Services/Sites "As Is"

WE PROVIDE OUR CAREPORTAL SERVICES/SITES PURSUANT TO THE CORE TRUST COMMITMENT. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OF SERVICE, NEITHER GO PROJECT NOR CAREPORTAL, NOR THEIR AGENTS, IMPLEMENTING PARTNERS, CONTENT PARTNERS, OR SERVICE PROVIDERS (COLLECTIVELY, THE "SERVICES ENTITIES"), NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR VOLUNTEERS, MAKE ANY SPECIFIC LEGAL / COMMON LAW WARRANTIES ABOUT THE SITES. WE CANNOT WARRANT THAT WE WILL, AT ALL TIMES, SATISFY YOUR NEEDS OR EXPECTATIONS. WE PROVIDE THE SITES "AS IS."

M. Liability for our SaaS Services/Sites

CAREPORTAL IS A SaaS CONNECTING PLATFORM, AND NOT A DIRECT SERVICE PROVIDER. NEITHER GO PROJECT NOR CAREPORTAL, NOR THE SERVICE ENTITIES (DEFINED, ABOVE), NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES OR VOLUNTEERS, SHALL BE LIABLE (A) FOR ANY NEGLIGENT OR INTENTIONAL ACTION OR INACTION BY YOU OR ANY CARE STAKEHOLDER TOWARDS CHILDREN OR FAMILIES, OR TOWARDS ANOTHER CARE STAKEHOLDER, (B) TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF THE SITES OR ANY THIRD PARTY'S USE OF THE SITES.

N. CarePortal Non-Discrimination Commitment

Local Churches and Community Responders that elect to say “yes” to meet a need that a Requesting Agency enters into CarePortal shall do so without discrimination in any way. Furthermore, CarePortal and all Care Stakeholders utilizing the CarePortal platform agree to comply with all local, state, and federal Equal Employment Opportunity and Non-Discrimination laws, to the extent applicable.

O. Choice of Law & Dispute Resolution

Missouri law shall govern any conflict related to these Terms. Any claim or dispute related to these Terms shall be resolved according to the dispute resolution process set forth in this Section:

- (a) If You or We have a claim or dispute arising out of or related to these Terms, the complaining party shall contact the appropriate contact person for the other party to meet and attempt to resolve any claim or dispute arising out of or related to these Terms through good faith negotiations.
- (b) If the parties are unable to resolve such a claim or dispute, You further agree to submit any alleged claim or dispute to mediation conducted according to such rules of procedure as the parties agree. The venue for such mediation or conciliation process shall be Kansas City, Missouri, or such other location agreed upon by the parties.
- (c) If the parties are unable to resolve a dispute in the manner set forth above, the dispute shall be submitted to binding arbitration in accordance with the rules and procedures established by the American Arbitration Association. The venue for such arbitration shall be Kansas City, Missouri, or such other location agreed upon by the parties. Subject to the foregoing provisions of this Section, You and We intend that arbitration shall be the sole remedy available as to matters arbitrable in these Terms. All arbitration awards shall be final and binding on the parties, and the parties agree to abide by all awards rendered in such arbitration proceedings. Arbitration awards shall be enforceable by appropriate proceedings at the request of any party. Unless

otherwise provided by the arbitrators, each party shall pay one-half of the reasonable fees and expenses of the arbitrator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, shall be paid as determined by the arbitrators.

P. Modifications/Changes/Supplements

By continuing to use or log in to a CarePortal Site, You indicate Your agreement to the Terms. Your access to and use of CarePortal may be subject to a separate/additional manually or digitally-executed agreement, including agreements to pay SaaS platform fees, and Essential Reading that is applicable to You. Such additional terms supplement, and do not supplant, these Terms and become part of your agreement if You use the CarePortal platform or log into the Sites. To the extent that terms in any separate/additional agreement conflict with these Terms, the Terms herein govern and are controlling.

These terms were last updated on April 27, 2021