US Nanny Association info@usnanny.org 9040 Town Center Parkway, Lakewood Ranch, FL 34202

Application agreement

This application and agreement, together with the US Nanny Association, LLC ("USNA" or the "Association") Certification Instructions ("Guide"), forms the agreement between the applicant and USNA. Please read before signing and keep a copy. Upload the signed form online in your account.

1. Applicant information

Field	Applicant response
Legal name (first, middle, last, suffix)	
Date of birth (MM/DD/YYYY)	
Mailing address	
City, state/province, postal code, country	
Email	
Phone	

☐ I confirm that I am at least 18 for NCP or NS, and at least 21 for NICP, NIS, or PNCP, as applicable to the certification selected.

How did you hear about the US Nanny Association? **Check all that apply**.

☐ Google or search	☐ Person (family or friend)	☐ Facebook	☐ Webinar
☐ Google or Bing ad	☐ Person (an employer)	☐ Instagram	☐ Article/blog
☐ Chat GPT	☐ Person (another nanny)	☐ YouTube	☐ Podcast
☐ Gemini	☐ Person (another student)	☐ Agency:	
☐ Other AI	☐ US Nanny Institute	☐ Other:	

2. Select one

The fee displayed at checkout controls if it differs from this form. Full payment is due at time of purchase.

Check	Product	Fee
☐	Nanny and Childcare Provider (NCP) or Nanny Specialist (NS) Certification	$299
☐	Newborn and Infant Care Professional (NICP) or Newborn and Infant Specialist (NIS) Certification	$299
☐	Professional Nanny and Childcare Provider (PNCP) Certification	$299
☐	Certification Renewal (every 3 years)	$199

3. Provider, platform and 90-day period

USNA is the sole certification provider and makes all decisions concerning eligibility, application approval or denial, examinations, scoring requirements, issuance, renewal, suspension, and revocation. A USNA certification is a private-industry certification; it is not a state license, governmental certification, immigration benefit, employment assessment, or hiring recommendation.

Amslee, LLC d/b/a US Nanny Institute ("Amslee") is USNA's payment collector and exam-platform administrator. Amslee hosts USNA materials in Litmos, operates Shopify enrollment automation, collects payment, provides technical support, and implements USNA's instructions. Amslee does not decide whether an applicant qualifies for or receives a certification.

The 90-day access and completion period begins on the purchase date. The applicant must submit all required documents, and complete all examination attempts within that period. Failure to finish does not extend access or create a refund right. USNA may grant a written extension only if required by law or expressly approved in writing.

4. Eligibility and documentation

I understand and agree that:

- I must satisfy the requirements for the certification selected, including the minimum age of 18 for NCP and NS or 21 for NICP, NIS, and PNCP, current adult-and-child CPR and First Aid, the applicable education or professional-reference pathway, childcare training, paid childcare work experience, a qualifying background check, and a passing exam score.
- NCP and NS are alternative pathways; NICP and NIS are alternative pathways. I will apply only for the pathway I selected and for which I submit the required evidence.
- Documents must be complete, legible, authentic, and submitted in an accepted digital format. USNA may request additional information or a corrected document before deciding the application.
- I authorize USNA to contact the employers, references, training providers, educational institutions, and issuing organizations identified in my application to request confirmation of information relevant to the published certification requirements, subject to applicable law and any separately required authorization.

Certification eligibility and disciplinary review. USNA may request additional documentation, place an application on hold, deny an application or renewal, invalidate an examination, prohibit reapplication, or suspend or revoke certification for: (a) failure to establish or maintain an applicable published certification requirement; (b) materially false or misleading statements, material omissions in information required by the application, falsified documents, impersonation, examination misconduct, or misuse of a certification; (c) material inconsistencies affecting eligibility that remain unresolved after a reasonable opportunity to provide clarification or supporting documentation; ((d) threats of violence, stalking, intimidation, targeted harassment, or disclosure of private information to threaten or facilitate harm, directed toward Association personnel, representatives, service providers, applicants, members, contributors, volunteers, or participants, or toward their families when targeted because of the Association relationship; (e) conduct established through credible, relevant information that materially violates an identified provision of the Code of Conduct, including conduct involving abuse, neglect, exploitation, or endangerment of a child; (f) other comparably serious conduct directly related to certification integrity or the applicant's or certification holder's responsibilities under the published National Nanny Standards and Code; or (g) a serious lapse in professional judgment or comparably serious concern, where reliable information shows a direct and material relationship to child safety, professional responsibilities, certification integrity, Association safety or security, or the person's responsibilities under an identified published standard. Decisions will be made in good faith, on an individualized basis, using relevant information and considering the person's response. The Association will identify the applicable ground and the factual basis for its decision A good-faith complaint, appeal, payment dispute, or lawful criticism will not, by itself, constitute grounds for

adverse certification action. A decision may be challenged under the USNA Certification Review and Reconsideration Policy published at usnanny.org/about/certification-review and forming a part of this agreement. There is no fee to request reconsideration. Reconsideration is an internal review and is not an independent appeal.

5. Background check

- Applicants must submit a background report meeting the Association's published requirements. The Association uses the report to assess eligibility for certification under its published requirements and Code of Conduct.
- The existence of a criminal record does not automatically determine eligibility. Where legally permitted, the Association considers the nature and seriousness of the conduct, its relationship to childcare responsibilities, the time elapsed, the disposition of the matter, evidence of rehabilitation or subsequent conduct, and information provided by the applicant. An arrest or accusation alone does not establish that the alleged conduct occurred. Before making a final unfavorable certification decision based in whole or in part on a background report, the Association will provide notice of the concern, a copy of the report relied upon, applicable notices of rights, and a reasonable opportunity to identify inaccuracies or provide relevant information.
- Background reports are retained with restricted access under the Association's records retention policy and are not provided to prospective employers. Review of a background report is limited to certification purposes and does not guarantee future conduct or suitability for a particular position.
- A background check submitted for certification is not an employer background check and does not replace any employer's independent screening or hiring duties.

6. Examination and account rules

- My account, login, exam link, and examination attempts are personal, nontransferable, and may not be shared.
- I will take the exam independently and will not use unauthorized notes, materials, devices, software, people, artificial-intelligence tools, or other assistance.
- I will not copy, photograph, record, reconstruct, distribute, publish, sell, or disclose any exam question, answer choice, answer key, score logic, or nonpublic program material.
- Unless USNA states otherwise in writing, I have two examination attempts, must earn at least 80%, and must follow the time limits and waiting periods in the Certification Instructions.
- USNA may use available identity-verification, browser, or camera-based proctoring features disclosed before the exam. If an accommodation is needed, I will contact info@usnanny.org promptly and provide information reasonably necessary for USNA to evaluate the request.

7. Certification use and ongoing duties

If USNA issues a certification, I may accurately state the certification name and active dates and may use the corresponding badge or logo under USNA's current brand rules. I will not alter the certification, imply governmental approval, guarantee my suitability for employment, or use an expired, suspended, or revoked certification. Certifications are personal and may not be assigned. I agree to follow the USNA Code of Conduct while representing that I hold an active USNA certification.

8. Payment and refund policy

All USNA certification, renewal, and continuing-education fees are nonrefundable after purchase, including when an applicant does not qualify, does not submit acceptable documentation, does not complete within 90 days, does not pass an exam, or is denied, suspended, or revoked for a program violation. USNA will provide a refund for: (a) a duplicate or erroneous charge; (b) USNA's inability to provide the purchased service; or (c) a refund required by applicable law; or (d) a refund provided under the USNA Certification Review and Reconsideration Policy where USNA determines it made an error it

cannot adequately correct by other means. A refund request must be sent to info@usnanny.org with the purchaser's name, order information, and reason. This USNA policy, not a US Nanny Institute class refund policy, governs the products selected in this application. USNA may issue a goodwill refund in its sole discretion. Doing so is not required and does not create a right, precedent, or obligation in any other case.

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9. Privacy and data sharing

I authorize USNA to collect, review, use, and retain the information reasonably necessary to administer my purchase, application, examination, credential, certification, renewal, audit, complaint, and related records. I authorize USNA to disclose that information to Amslee and necessary service providers, including Shopify, Litmos, payment processors, email providers, identity or proctoring vendors, and technical vendors, for those purposes. I authorize Amslee and those vendors to return application status, exam responses and scores, transaction data, and technical records to USNA.

The information may include contact and identity information; government-issued identification; employment, reference, education, training, CPR/First Aid, and background-check documents; accommodation information; application answers; exam responses and scores; certification status; payment metadata; and support communications. USNA and Amslee may retain certification related records in accordance with its records retention policy, which sets retention periods by record type. Retention periods are extended where reasonably necessary for a legal hold, dispute, tax record, security investigation, or applicable law. Privacy requests should be directed to info@usnanny.org. Current privacy notices are available at https://www.usnanny.org/privacy-policy/ and https://usnannyinstitute.com/privacy-policy/.

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10. Intellectual property and applicant submissions

USNA owns its certification names, standards, requirements, content, exam questions and answer keys, scoring rules, badges, certificates, and related materials. Amslee owns its independent US Nanny Institute materials and platform configurations. Shopify, Litmos, and other providers own their technology. Co-branding does not create joint ownership.

I retain ownership of original documents, text, and responses that I submit. I grant USNA, Amslee, and their necessary service providers a nonexclusive, worldwide, royalty-free license to host, copy, transmit, review, verify, score, format, secure, retain, and disclose those submissions only as reasonably necessary for program administration, audits, certification verification, complaint review, security, recordkeeping, and legal compliance. I represent that I have the right to submit the materials and that doing so does not violate another person's rights or confidentiality obligations.

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11. Disclaimers and limits

USNA and Amslee do not guarantee that I will qualify, pass, receive or retain a certification, obtain employment, earn a particular wage, satisfy an employer, or meet any governmental or third-party licensing requirement. To the fullest extent permitted by law, USNA and Amslee disclaim implied warranties of merchantability, fitness for a particular purpose, and noninfringement. Nothing in this agreement excludes a warranty or remedy that cannot lawfully be excluded.

To the fullest extent permitted by law, neither USNA nor Amslee will be liable for indirect, special, incidental, consequential, exemplary, or punitive damages arising from the program. This limit does not apply to liability that cannot lawfully be limited or to a party's fraud, gross negligence, willful misconduct, or knowing violation of law.

Limited contractual liability. To the extent permitted by applicable law, the Association's aggregate monetary liability for an ordinary breach-of-contract claim arising solely from its processing of an application or administration of a certification decision will not exceed the certification fees paid for the

affected application. This limitation does not apply to fraud, intentional misconduct, gross negligence, statutory claims, or liability that applicable law does not permit the parties to limit. It does not restrict governmental enforcement or nonmonetary relief otherwise available under law.

12. Applicant responsibility and indemnity

I am responsible for the accuracy, authenticity, and lawful submission of my materials and for how I use any credential, certification, or program material. To the extent permitted by law, I will indemnify and hold harmless USNA, Amslee, and their managers and agents from third-party claims and reasonable costs caused by my fraudulent or knowingly false submission, unauthorized disclosure or misuse of confidential exam or intellectual-property materials, misuse or misrepresentation of a certification, or violation of law. This obligation does not cover a claim to the extent caused by an indemnified party's own breach, negligence, willful misconduct, or violation of law.

13. Governing law and general terms

This Agreement is governed by Florida law and applicable federal law. Nothing in this provision deprives an applicant of protections that applicable law does not permit the parties to waive.

Except where applicable law requires otherwise, an action arising out of or relating to this Agreement or an Association certification decision must be brought in a state court of competent jurisdiction in Manatee County, Florida, or, when federal subject-matter jurisdiction exists, in the United States District Court for the Middle District of Florida, Tampa Division. The parties consent to personal jurisdiction in those courts.

This provision does not restrict complaints to governmental agencies or a right to another forum that cannot lawfully be waived. This Agreement does not require arbitration or mediation as a condition of bringing an action.

USNA may update prospective program rules, but an update will not retroactively impose a material new obligation on an existing applicant without notice and a lawful basis. The Certification Instructions, the USNA Code of Conduct, the USNA Certification Review and Reconsideration Policy, the USNA refund policy presented at purchase, and the privacy disclosures incorporated above are part of this agreement. If they conflict, this signed application controls for applicant identity, selected product, refunds, dispute forum, data authorization, intellectual property, and signature terms; the Certification Instructions controls certification-specific academic and documentation requirements. USNA's current Terms of Use are available at https://www.usnanny.org/terms-of-use/.

Amslee is an intended third-party beneficiary only of provisions concerning payment and refunds, platform and account administration, privacy and data processing, confidentiality, intellectual property, applicant conduct, disclaimers, liability limits, indemnity, and dispute terms. No other third party is a beneficiary.

14. Acknowledgments and electronic signature
Have questions? Contact us at info@usnanny.org

☐ I acknowledge receipt of and agree to this Application Agreement, the Code of Conduct, Certification Instructions, Refund Policy, Privacy Policy and Certification Review and Reconsideration policy, each as published on the Association's website on the date I sign and identified in that document by version number and effective date.

☐ I understand the 90-day period begins on the purchase date and fees are nonrefundable per the Refund Policy.

☐ I understand USNA is the certification provider and Amslee is the payment collector and platform administrator.

☐ I attest that information and documents I submit are true, complete, authentic, and mine or lawfully provided to me for submission.

☐ I consent to electronic records and signatures and intend my electronic signature to have the same effect as a handwritten signature.

This agreement becomes effective when the applicant signs it and USNA accepts payment and permits access to the purchased product.

Signature field	Entry
Applicant legal name	
Type full name to sign	/____/_____
Date (MM/DD/YYYY)	

15. Background check

This authorization is separate from the acknowledgements in the application agreement.

I authorize US Nanny Association, LLC to receive and review the background report I submit for this certification application and any corrected version I provide, solely to determine my eligibility under the published certification requirements.

Signature field	Entry
Applicant legal name	
Type full name to sign	/____/_____
Date (MM/DD/YYYY)	