

My WorkSource Terms of Use

1. Overview

The My WorkSource website is owned and managed by Worksystems, Inc. (“Worksystems” or “We”). The services offered via such site (collectively, the “Site”) are provided by Oregon Local Area Workforce Board staff, contracted service provider staff, Oregon WorkSource Center staff and grant funders (collectively “Partners”) and are subject to the terms set forth herein. By accessing, browsing and/or using this Site, you acknowledge that (i) you have read, understood and agree to be bound by the terms and conditions provided herein, and that (ii) you are at least 14 years of age. If you do not agree to, or cannot comply with, these terms, do not use this Site and exit immediately.

Worksystems reserves the right to make changes at any time to the Site and these Terms of Use. Any modifications to the Terms of Use will be effective upon posting. Your continued use of the Site following the posting of any revised Terms of Use will constitute acceptance of the modified Terms of Use.

All Information Worksystems collects on this Site is subject to our Privacy Notice posted at the Site [here](#). By using the Site, you consent to all actions taken by us with respect to your Information in compliance with the Privacy Notice. The Privacy Notice is incorporated into and governed by these Terms of Use. To the extent there is a conflict, the Terms of Use supersede the Privacy Notice.

2. Intellectual Property

The following are the property of Worksystems and/or Partners or their licensors and are protected by applicable United States and international copyright and other intellectual property laws: All content on this Site, including, but not limited to, all photos, images, videos, text, data and data compilations, graphics, works of authorship, software, design, logos, and button icons (collectively, “Site Content”); any improvements or modifications to such Site Content; any derivative works based on any of the foregoing; and the collection, arrangement, and assembly of all such Site Content.

The mark “My WorkSource,” and other marks that may be displayed on the Site, are the proprietary service marks or trademarks of Worksystems or other third parties. Worksystems’ marks may not be used in connection with any product or service that is not Worksystems’, in any manner that is likely to cause confusion among consumers, or to disparage or discredit Worksystems. All trademarks and service marks not owned by Worksystems that appear on this Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Worksystems or Partners. You may not use, copy, modify, or display any of the trademarks, service marks, trade names, company names, or logos appearing on the Site without the express written permission of the respective owner thereof.

Nothing in these Terms of Use shall be deemed to grant to you or any other user any license or right in or to any copyright, trademark, trade secret, trade name, company name, or other proprietary right of Worksystems or any other individual or entity.

You acknowledge that any data, records, code, and files relating to Worksystems’ facility management technology platform My WorkSource and the My WorkSource mobile applications(collectively,

“Platform”) are Confidential Information of Worksystems and shall only be accessed and used in accordance with your Customer Agreement, Provider Agreement, or other terms as expressly agreed upon in writing by you and Worksystems. To the extent you access or view the Platform or any parts thereof, you agree to keep the Platform confidential.

3. Account Registration

To obtain access to certain Partner program services through a customer portal, you must be registered with a Partner program. As part of the registration process, you will setup a username and password for continued access. You agree that the information you supply during that registration process will be accurate and complete and that you will not register under the name of, nor attempt to enter a customer portal under the name of, another person or entity. If Worksystems or a Partner has reasonable grounds to suspect that information you provide as part of your registration is untrue, inaccurate, not current, or incomplete, Worksystems and Partner have the right to suspend or terminate your access or account and refuse any and all current or future use of our services.

4. Use and Protection of Login Credentials

You are responsible for maintaining the confidentiality of your login ID and password, and for all activities that occur under your account, and you agree to hold Worksystems and Partner harmless for any costs incurred in connection therewith. If you discover or suspect any unauthorized use of your login ID or password or any other breach of security of your accounts with My WorkSource, you agree to immediately notify Worksystems at myws-support@myworksourceportfolio.org. Worksystems and Partner is not responsible for any loss or damage arising from your failure to protect or to keep confidential your login ID or password.

5. Limited License and Permitted Use

Worksystems grants you a personal, royalty-free, non-assignable, and non-exclusive license to access and use the Site Content in the United States only as an informative resource while using the Site, which Worksystems may revoke at any time for any reason.

The Site includes various types of Site Content. You may download, view, copy, and print information, materials, and any other aspect of this Site (i) solely for your personal, informational purposes; (ii) provided that neither the materials, nor any proprietary notices or disclaimers therein, are modified or altered; and (iii) and so long as you do not store any significant portion of, or distribute copies of, materials found on this Site, in any form (including electronic means), without prior written permission from Worksystems. You agree you will not, in any way, modify, move, add to, delete, manipulate, or otherwise tamper with the Site Content, nor will you decompile, reverse engineer, disassemble, or unlawfully use the Site Content or portions thereof, nor will you assist any person or entity in any way in these activities.

You agree you will not interfere, in any way, with others' use of or access to the Site or Worksystems or Partner services and will not attempt to gain unauthorized access to the computer system of Worksystems or any other Site user, including any use or attempted use by you of another person's password and account information. In addition, you agree not to provide to Worksystems or Partners any false information, or to otherwise take any other action in connection with your use of the Site

which violates any treaty, law, or regulation and to fully comply with all applicable treaties, laws, rules, and regulations in your use of the Site.

You agree that you will not use any robot, spider, or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy, or use the Site, or any portion thereof. You agree not to take any other action that imposes an unreasonable or disproportionately large load on the Site.

Except as expressly provided herein, you may not use, download, upload, reproduce, copy, duplicate, print, display, perform, republish, sell, license, post, transmit, disseminate, redeliver using “framing technology,” otherwise distribute, or commercially exploit in any way the Site or any portion thereof or any information or content on the Site, without the prior written permission of Worksystems or its licensors.

6. Unauthorized Use of the Site

You agree not to access or attempt to access any password-protected portions of the Site without an authorized username and password. Worksystems may block access to the Site based upon user’s geographical location and may adjust these access restrictions over time without written notice. Worksystems reserves the right to investigate and take legal action against any illegal and/or unauthorized use of the Site, including any use or attempted use by you of another person’s password and account information. Our decision not to pursue legal action for any violation of these Terms of Use shall not be construed as a waiver of any provision of these Terms of Use or any legal rights of Worksystems.

Further, Worksystems reserves the right to deny access to the Site, or any service or feature provided via the Site, to anyone who violates these Terms of Use or any other applicable terms and conditions of use of the Site or portions thereof or who, in our judgment, interferes with the ability of others to enjoy the Site or infringes the rights of others.

7. Links to Third-Party Sites

The Site may include links to the websites of third parties. Worksystems is not responsible for the content of any links, products, services, or other materials relating to any linked site, or any link contained in a linked site. Worksystems does not control these third-party websites and is not responsible for the content, products, or services available through these sites. The existence of links from the Site to these sites should not be construed as an endorsement of any of the content, products, or services appearing on such sites or as implying an association between Worksystems and the operators of these sites. By using these third-party websites, you may be agreeing to their terms or visitor agreements. You release the Worksystems Parties (defined below) from any damages that you may incur, and you agree not to assert any claims against the Worksystems Parties, arising from your use of these third-party sites or from your purchase or use of any third-party-provided product or service.

8. Disclaimer of Warranties and Limitation of Liability

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE, OR ANY INFORMATION, CONTENT, SERVICES, AND/OR MATERIALS CONTAINED IN, ACCESSED VIA, OR DESCRIBED ON THE SITE, IS AT YOUR OWN RISK,

AND THAT ALL SUCH INFORMATION, CONTENT, SERVICES, AND MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WORKSYSTEMS DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS AND/OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION AND USE OF THE SITE, OR ANY INFORMATION, CONTENT, SERVICES, OR MATERIALS ON OR ACCESSED VIA THE SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WORKSYSTEMS DOES NOT REPRESENT OR WARRANT THAT (I) ANY OF THE INFORMATION ACCESSIBLE VIA THE SITE IS ACCURATE, COMPLETE, OR CURRENT (AND WORKSYSTEMS IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM YOUR RELIANCE ON ANY ASPECT OF THE SITE), (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SITE WILL BE ACCURATE OR RELIABLE, OR (III) ANY ERRORS IN THIS SITE WILL BE CORRECTED. FURTHER, WORKSYSTEMS DOES NOT MAKE ANY WARRANTIES REGARDING THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE OF THIS SITE, THE INTERNET, COMPUTER HARDWARE OR SOFTWARE, OR ANY INTERNET ACCESS PROVIDER, TO SEND OR RECEIVE ANY ELECTRONIC TRANSMISSION. MOREOVER, WHILE WE MAKE REASONABLE EFFORTS TO ENSURE THE SECURITY OF OUR SYSTEMS, WORKSYSTEMS MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SITE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL WORKSYSTEMS OR ITS PARTNERS, AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS, ASSIGNS, OR REPRESENTATIVES OF WORKSYSTEMS (COLLECTIVELY, THE “WORKSYSTEMS PARTIES”) BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF THE SITE, OR ANY INFORMATION, CONTENT, SERVICES OR MATERIALS AVAILABLE THEREON (INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. YOUR SOLE REMEDY UNDER THESE TERMS IS TO STOP USING THE SITE.

WORKSYSTEMS’ MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ITS CONTENT, REGARDLESS OF THE CAUSE OF ACTION, WILL NOT EXCEED \$100.

CERTAIN STATE LAWS DO NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, AND THUS SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU. NOTHING IN THIS “DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY” IS INTENDED TO SUPERSEDE THE TERMS OF ANY APPLICABLE CUSTOMER AGREEMENT OR PROVIDER AGREEMENT.

9. Indemnification

You agree to indemnify and hold the Worksystems Parties harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including, without limitation, reasonable attorneys’ fees, disbursements, and court costs) incurred by any of the Worksystems Parties arising from or in connection with (i) your violation of these Terms of

Use; (ii) any User Content that you submit, upload, transmit, or otherwise provide to Worksystems; and/or (iii) your violation of any rights of any third party.

10. Modification or Discontinuance of the Site by the Company

At any time, without notice to you, and for any or no reason, Worksystems may modify or discontinue the Site, or any other services provided therein. Worksystems shall in no way be held liable for any consequence which results from Worksystems' decision to modify or discontinue providing the Site or any other services provided therein.

11. Limitation On Time To File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN THREE (3) MONTHS AFTER THE EVENT GIVING RISE TO THE ACTION OR CLAIM OCCURRED, REGARDLESS OF WHEN YOU KNEW OR SHOULD HAVE KNOWN ABOUT IT; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

12. Applicable Law, Binding Arbitration, and Class Action Waiver

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION.

The laws of the State of Oregon will govern these Terms of Use and any disputes under them, without giving effect to any principles of conflicts of laws.

Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, then in effect. This arbitration provision is governed by the Federal Arbitration Act. The arbitration proceedings shall be held in Multnomah County, Oregon.

All claims and disputes within the scope of this arbitration agreement must be arbitrated or litigated on an individual basis and not on a class basis. Claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

13. Assignment:

You may not assign or otherwise transfer these Terms of Use or any rights or obligations hereunder. Worksystems' failure to act on any breach of any provision hereof shall not be construed as a waiver of the enforcement of any provision unless Worksystems agrees to such waiver in writing.

14. Injunctive Relief

You agree that a breach of these Terms of Use will cause irreparable injury to Worksystems for which monetary damages would not be an adequate remedy and Worksystems shall be entitled to seek equitable relief, in addition to any remedies it may have hereunder or at law, without having to post a bond or other security or prove damages.

15. Waiver and Severability.

No waiver by Worksystems of a term or condition set forth in these Terms of Use shall be deemed a continuing waiver of such term or condition or a waiver of any other term or condition. Any failure of Worksystems to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any portion of these Terms of Use is deemed unlawful, void, or unenforceable, that portion will be deemed severable and will not affect the validity or enforceability of the remaining provisions.

16. Entire Agreement.

These Terms of Use, and other terms and conditions within the Site, set forth the entire understanding between you and Worksystems with respect to the use of the Site and supersede any prior or contemporaneous communications, representations, or agreements (besides Customer Agreements or Provider Agreements), whether oral or written, between you and Worksystems with respect to such subject matter.

17. Term and Termination of License

These Terms of Use will remain in full force and effect while you use the Site. Even after you are no longer a user of the Site, certain provisions of these Terms that by their nature are intended to survive will remain in effect, including Sections 2, 7-20, and the Privacy Notice.

You agree that Worksystems, in its sole discretion, may suspend or terminate any account or your access to the Site (or any part thereof) for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

18. Contact

Worksystems may contact you regarding these Terms of Use, the Privacy Notice, or your engagement with My WorkSource through the My WorkSource platform or the email you've provided upon creating your account.

If you have any questions relating to these Terms of Use, the Site, or Worksystems, please contact: myws-support@myworksourceportfolio.org.

Worksystems, Inc.
1618 SW First Avenue, Suite 450
Portland, OR 97201

EFFECTIVE DATE: April 25, 2021