

Website Terms of Use Agreement

1. Definitions.

www.dwd.in.gov is a website maintained on the World Wide Web by the State of Indiana, Department of Workforce Development. "The site" or "site" refers to www.dwd.in.gov. "User," or collectively "Users," refers to any party who accesses the site. "Department" refers to Indiana Department of Workforce Development. "Access" means viewing or otherwise obtaining information located on www.dwd.in.gov. "Agreement" refers to these terms of use and any subsequent modification.

2. Acceptance of Terms.

By accessing the site via the World Wide Web or any other medium, User accepts and agrees to all conditions imposed in this Terms of Use Agreement.

Department reserves the right to modify these terms of use at any time without notice to User. Any change in these terms of use is effective immediately upon User's receipt of notice from Department. Notice can be given through e-mail, posting on the site or any other means by which User may obtain notice. Users should periodically check these terms of use for changes. Any use of the site after changes have been made shall be deemed acceptance of those changed terms of use.

Department reserves the right to monitor use of the site. Department has the exclusive right to control accessibility, hours of use, features on the site and any other information found on the site. Department can restrict access to any or all portions of the site or remove any information or content from the site at any time.

User is solely responsible for providing the equipment related to accessing the site, including all computer, remote communications equipment, telephone or other equipment.

3. Privacy Policy.

Department may use User's information as necessary and appropriate in the administration of its programs and in operation of the site. Such use includes, but is not limited to, the following:

a. Collection and Use of Information.

Department may collect information from User either automatically or upon Department's request to User. Types of User information that Department may automatically collect include, but are not limited to, User's internet protocol address assigned by User's internet service provider, domain name and the type of browser and operating system User used, the date and time User accessed the site, and the pages User requested and visited. Such information will be reviewed and used to statistically measure site traffic and to improve site. Types of User information voluntarily submitted to Department by User include, but are not limited to, name, address, phone number, e-mail address, social security or federal identification number, credit card number and expiration date, bank account number, and any other information required by law to verify eligibility for participation in Department's programs or certain other reporting requirements. Department may disclose User information to its agents for purposes of administering its programs. Any such agent of Department may not disclose or use User information for any other purpose.

b. Confidentiality of Information.

Information provided to Department by User and maintained by Department may be confidential pursuant to Indiana Code § 22-4-19-6 and such confidential information may only be disclosed by Department as prescribed therein, in accordance with User's

consent to share User's information, and/or upon User's request for User's own information pursuant to Indiana Code § 4-1-6 et seq.

4. **User Account.**

If User establishes an account at this site in order to use services offered by Department, User is responsible for maintaining the confidentiality of User's account and password. By establishing an account, User agrees to accept responsibility for all activities that occur at the site under User's password. Department reserves the right, in its sole discretion, to refuse service or terminate User's account. Employers may authorize agents to transact business with Department via the site. To do this, employers can sign into the account management area and add, delete or change permissions for individuals whom the employer authorizes to transact business with respect to the employer's account. Claimants may not authorize agents to transact business with Department via the site.

5. **Copyright and Marks.**

All content on the site are the copyrighted and/or trademarked property of Department. Other than the download to the viewer's computer that is inherent in viewing a web page or unless otherwise specified on the site, site contents may not be copied, reproduced, modified, published, uploaded, posted, transmitted, "framed" on another site, or distributed in any way without the prior written consent of Department. Users must retain all copyright notices and other proprietary notices on any authorized reproductions of any portion of the site. Any third party marks and content appearing on the site are the property of their respective owners. You are not permitted to use any of these third party marks or content without permission of the respective owner.

6. **Prohibited Conduct.**

User expressly agrees to refrain from doing, either personally or through an agent, any of the following:

- a. Use any device or other means to harvest information about other Users.
- b. Transmit, install, upload or otherwise transfer any virus or other item or process to the site that in any way affects the use, enjoyment or service of the site.
- c. Transmit, install, upload or otherwise transfer any virus or other item to the site that in any way affects the use, enjoyment or service of any User's or Department employee's computer or other medium used to access the site.
- d. Post any material on the site that is offensive to any other User. Department maintains the exclusive right to determine what is offensive.
- e. Post or store on the site any content that violates or infringes the intellectual property or other rights of others (including but not limited to copyrights, trademarks, trade secrets, patents, privacy and publicity rights).
- f. Modify the information, including headers, found on the site.
- g. Transmit, install, upload or otherwise transfer to the site any unauthorized advertisement or communication.
- h. Engage in any action which Department determines is detrimental to the use and enjoyment of the website.
- i. Use the website for any unlawful or defamatory means.

- j. Transmit, install, upload, post or otherwise transfer any information in violation of any local, state, national or international law or regulation or post any information that could result in civil unrest.
- k. Attempt to access, or access, the personal information of another User which is stored on the site.
- l. Attempt to access, or access, this site using another User's password.

7. **Disclaimer and Limitation of Liability.**

Although Department has attempted to provide accurate information on the site, it makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein. Additionally:

- a. USER ACCESSES THIS SITE AT HIS OR HER OWN RISK. THE SITE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND AND ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE SPECIFICALLY DISCLAIMED.
- b. NEITHER DEPARTMENT NOR ITS EMPLOYEES, AGENTS OR THIRD PARTY PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON THIS SITE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF DEPARTMENT, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. DEPARTMENT IS NOT LIABLE FOR CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THIS SITE.
- d. IN NO EVENT WILL DEPARTMENT OR ANY OF ITS AGENTS, EMPLOYEES, ASSIGNS OR THIRD PARTY CONTENT PROVIDERS BE HELD LIABLE FOR ANY TORTIOUS OR ILLEGAL CONDUCT OF OTHER USERS.
- e. IN NO EVENT WILL DEPARTMENT OR ANY OF ITS AGENTS, EMPLOYEES OR ASSIGNS BE HELD LIABLE FOR ANY DAMAGE TO EQUIPMENT, HARDWARE OR OTHER PROPERTY OF USER OR PERSONAL INJURY THAT ARISES IN CONNECTION WITH USE OF THE SITE.

8. **User Content.**

User may not supply a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any User Content. User represents and warrants that all information provided by User to Department is accurate. User will indemnify Department for all claims resulting from information provided by User to Department.

9. **Indemnification.**

User agrees to defend, indemnify and otherwise hold harmless the State of Indiana,

Department and their appointees, boards, agents, and employees from and against any cause of action or claim, including legal fees, related to User's use of the site.

10. Disclaimer of Endorsement.

Site may contain links to other public or private organizations. Department does not guarantee the accuracy of information on other organizations' sites to which Department's site is linked. Links to any product, process, or service by trade name, trademark, manufacturer, or otherwise does not constitute or imply any endorsement, recommendation, or association with those sites, the material contained therein, or the sponsoring entities by the State of Indiana or Department or any of their appointees, boards, agents, and employees.

11. Security.

Users are prohibited from violating or attempting to violate the security of the site. Department will investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators.

12. Termination of Agreement.

Department may terminate this Agreement at its discretion. In addition to Department's other rights, Department may terminate access to this site, if User breaches this Agreement in any way or engages in conduct that Department deems inappropriate. In the event of termination of this Agreement, the provisions in this paragraph and the provisions found in paragraphs 3, 4, 5, 6, and 7 shall survive.

a. Entire Agreement.

These terms of use constitute the entire agreement between Department and User regarding the subject matter hereof. Any previous agreement, whether oral or written, between Department and User dealing with the subject matter hereof is superseded.

b. Severability.

If any portion of this agreement is found to be unenforceable for any reason, such portion will be deemed severed and will not affect the enforceability of the remaining terms.

c. Remedies.

Upon User's breach of this Agreement, Department may pursue any legal or equitable remedy available, including but not limited to, direct, consequential and punitive damages and injunctive relief. Department's remedies are cumulative and not exclusive. Failure of Department to exercise any remedy or enforce any portion of this Agreement at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. User agrees that regardless of any statute or law to the contrary, any claim or action arising out of or regarding this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Choice of Law.

Any dispute arising out of this Agreement shall be governed by the laws of the State of Indiana, U.S.A, notwithstanding any conflicts of law principles. Any action relating to this Agreement must be filed and maintained in a state or federal court located in Marion County, State of Indiana, U.S.A., and each User consents to exclusive jurisdiction and venue in such courts for such purpose.