

Last Updated: August 21, 2020

## Terms & Conditions

JobsOhio hosts the Ohio to Work website ("Site"). When you access the Site, you are agreeing to these Terms and Conditions of use, plus any additional Terms or Conditions within the Site itself (collectively "Terms"). The Terms are in addition to any other agreements between you and JobsOhio and Ohio to Work .

### **1. You Accept These Terms.**

If you do not agree with any of these Terms, including the [Privacy Policy](#) incorporated herein, please do not use this Site. By using this Site, you will be deemed to have irrevocably agreed to these Terms.

### **2. Updates to Terms.**

JobsOhio reserves the right to modify or change the Terms at any time without prior notice to you. Such modification or change shall be effective upon posting by JobsOhio on the Site. You agree to be bound to any changes to these Terms when you use the Site after any such change is posted. You should visit this page regularly to review the current terms. Your continued use of the Site will be deemed as irrevocable acceptance of any revisions.

### **3. Legal Capacity.**

Adults are the audience for this Site. By using this Site, you warrant that you are of sufficient age and mental capacity to be legally bound in contract.

### **4. Online Privacy Policy.**

Your privacy is important to us. To better protect your privacy, we provide a Privacy Policy explaining our online information practices and the choices you can make about the way your information is collected and used at this site. [Click here](#) to show this Policy, which forms part of these Terms.

### **5. Disclaimer of Warranties.**

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE SITE AND ALL THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, AND OTHER CONTENT IN THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE SITE, JOBSOHIO AND ANY SUBSIDIARIES OR AFFILIATED COMPANIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. JOBSOHIO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS SITE WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. JOBSOHIO DOES NOT WARRANT OR MAKE ANY

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REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT ON THE SITE OR ANY WEBSITES LINKED TO THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. JOBSOHIO MAKES NO WARRANTIES THAT YOUR USE OF THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT IN THE SITE OR ANY WEBSITE LINKED TO THE SITE WILL NOT INFRINGE THE RIGHTS OF OTHERS AND JOBSOHIO ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT OF THE SITE OR ANY OTHER WEBSITE LINKED TO THE SITE. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

#### **6. Limitation of Liability.**

JOBSOHIO DISCLAIMS ALL LIABILITY WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND DOES NOT ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE) RESULTING FROM ANY USE OF, OR INABILITY TO USE, THE SITE OR ANY OTHER WEBSITE LINKED TO THE SITE, OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT ON THE SITE OR ANY OTHER WEBSITE LINKED TO THE SITE, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF JOBSOHIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITATION, YOU (AND NOT JOBSOHIO) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

#### **7. Binding Arbitration of All Disputes; No Class Relief.**

To the fullest extent permissible by law, with the exception of disputes pertaining to JobsOhio intellectual property rights and certain statutory claims that, pursuant to law, are not arbitrable, any dispute of any kind between you and JobsOhio arising under these Terms shall be resolved through binding arbitration pursuant to the Rules and Procedures of the American Arbitration Association on an individual basis with no class relief. The arbitrator shall be a retired judge or justice of any Ohio state or federal court with substantial experience in the internet industry and shall follow Ohio substantive law in adjudicating the dispute, except that this Section 7(a) shall be construed as a "written agreement to arbitrate" pursuant to the Federal Arbitration Act ("FAA"). You and JobsOhio agree that we intend that this Section 7(a) satisfies the "writing" requirement of the FAA. The hearing shall be conducted in Franklin County. For any claim in which you seek \$10,000 USD or less, you shall have the choice as to whether the hearing is conducted in person, by telephone, or

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instead the arbitrator may decide the dispute without a hearing. AGREEMENT TO THESE TERMS CONSTITUTES AN AGREEMENT TO PURSUE YOUR CLAIM ON AN INDIVIDUAL BASIS AND A WAIVER OF THE ABILITY TO PURSUE YOUR CLAIM IN A CLASS ACTION.

### **8. Trademarks and Copyrights.**

This Site and materials incorporated by JobsOhio on this Site ("Material") are protected by copyrights, patents, trade secrets, or other proprietary rights ("Copyrights"). Logos, or other images, on this Site including but not limited to the JobsOhio Logo, are protected as registered or unregistered Trademarks, trade names and/or service marks owned by JobsOhio. You may not use any of the Trademarks displayed on this Site or in any Site content except as provided in these Terms. Any other use is strictly prohibited and all rights are reserved. JobsOhio respects the intellectual property rights of others and asks users of this Site to do the same.

### **9. Your Use of Material.**

Your right to make use of this Site and any Material or other content appearing on it is subject to your compliance with these Terms. Modification or use of the Material or any other content on this Site for any purpose not permitted by these Terms may be a violation of the Copyrights and/or Trademarks protected by law and these Terms and is prohibited. You may access and display Material and all other content displayed on this Site for non-commercial, personal use only. Otherwise the Material and all other content on this Site may not otherwise be copied, reproduced, republished, uploaded, posted, transmitted, distributed, or used in any way unless specifically authorized by JobsOhio. Any authorization to copy Material granted by JobsOhio in any part of this Site for any reason is restricted to making a single copy for non-commercial or personal use and is subject to your keeping intact all copyright and other proprietary notices. Using any Material on any other web site or networked computer environment is prohibited. Also, decompiling, reverse engineering, disassembling, or otherwise reducing the code used in any software on this Site into a readable form in order to examine the construction of such software and/or to copy or create other products based (in whole or in part) on such software, is prohibited.

### **10. Information Collected and Used.**

By using this website, you agree to the collection and use of your personally identifiable information and standard pre-employment related questions that include, but is not limited to, your name, phone number, email address, postal address, education and prior employment history.

### **11. E-mails Submissions and Suggestions.**

JobsOhio is interested in hearing from you regarding your questions or comments about our Site. Please send questions or suggestions to [jobsOhio@jobsOhio.com](mailto:jobsOhio@jobsOhio.com). Any suggestions on content and design become the property of JobsOhio.

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## **12. Claims of Infringement.**

If you believe that any content appearing on this Site infringes your copyright rights, please forward the following information in writing to the address listed below:

- a) Your name, address, telephone number, and e-mail address;
- b) A description of the copyrighted work that you claim has been infringed;
- c) The exact URL or a description of each place where alleged infringing material is located;
- d) A statement by you that you have a good faith belief that the disputed use has not been authorized by you, your agent, or the law;
- e) Your electronic or physical signature or the electronic or physical signature of the person authorized to act on your behalf; and
- f) A statement by you made under penalty of perjury, that the information in your notice is accurate, that you are the copyright owner or authorized to act on the copyright owner's behalf.

JobsOhio  
41 S. High Street, Suite 1500  
Columbus, OH 43215

JobsOhio seeks to preserve any and all exemptions from liability that may be available under the copyright law, but does not necessarily stipulate that it is a service provider as defined in USC section 512(c) or elsewhere.

## **13. Responsible Use of Site.**

Please act responsibly when using this Site. You may only use this Site and its contents for lawful purposes and in accordance with applicable law. You are prohibited from storing, distributing or transmitting any unlawful material through this Site.

## **14. Indemnity.**

You agree to indemnify and hold harmless JobsOhio and its officers, directors, employees, agents, distributors, and affiliates from and against any and all claims, demands, liabilities, costs, or expenses, including reasonable attorney's fees, resulting from your breach of these Terms, including any of the foregoing provisions and representations or warranties.

## **15. System Abuse.**

Without limitation, you agree not undertake any other activity which may adversely affect the operation or enjoyment of this Site by any other person. You may not reproduce, sell, resell, or otherwise exploit any resource, or access to any resource, contained on this Site.

## **16. Violation of Security Systems.**

You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources. If you become involved in any violation of system security, JobsOhio reserves the right to release

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your details to system administrators at other sites in order to assist them in resolving security incidents.

### **17. Investigations.**

JobsOhio reserves the right to investigate suspected violations of these Terms. If JobsOhio believes, in its sole discretion, that a violation of these Terms has occurred, it may edit, modify, remove material permanently, or warn users. JobsOhio will fully cooperate with any law enforcement authorities or court order requesting or directing JobsOhio to disclose the identity of anyone posting any e-mails, or publishing or otherwise making available any materials that are believed to violate these Terms. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS JOBSOHIO AND ANY JOBSOHIO EMPLOYEE FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY JOBSOHIO DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER JOBSOHIO OR LAW ENFORCEMENT AUTHORITIES.

### **18. Reservation of Rights.**

JobsOhio reserves the right to modify or discontinue, temporarily or permanently, all or any part of this Site and/or any software, facilities and services on this Site, with or without notice, and/or to establish general guidelines and limitations on their use.

### **19. Third-Party Sites.**

This Site may link you to other sites on the Internet. These other sites are not under the control of JobsOhio, and you acknowledge that (whether or not such sites are affiliated in any way with JobsOhio) JobsOhio is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of any site by JobsOhio or any association with its operators.

### **20. Local Regulations.**

JobsOhio makes no representation that Materials or other content on the Site are appropriate or available for use outside the United States, its territories, possessions, and protectorates. If you choose to access the Site from other locations you do so at your own risk. You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

### **21. Proprietary Online Services.**

Any area of this Site that is accessed through any proprietary online service is subject to the rules, policies, and guidelines of such proprietary online service.

### **22. Spamming and Solicitation.**

You may not use any information obtained from the site for spamming or solicitation.

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**23. Entire Agreement.**

Except to the extent otherwise set forth in the Terms, these Terms set forth the entire understanding between JobsOhio and you with respect to your access to and use of the Site and its Content, and it supersedes all prior or contemporaneous understandings regarding access and use.

**24. Severability.**

If any provision of these Terms is or shall be found to be unlawful, it shall not affect the validity and enforceability of any remaining provisions in this agreement.

**25. Waiver.**

Failure by JobsOhio, in any instance, to exercise any of its rights under the Terms will not constitute waiver of such right or any other rights under the Terms.

**26. Governing Law.**

With the exception of Section 7 which will be construed in accordance with the FAA, these Terms shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, without regard to conflict of law. You consent to personal jurisdiction in and venue in the state and federal courts in Franklin County, Ohio, USA.

**27. Information Accuracy.**

You should not assume that the information provided on the Site has no errors, is timely or up to date or contains all the relevant information available about JobsOhio.