

GO BUILD GEORGIA TERMS OF USE

By using the services on gobuildgeorgia.com's website (the "Site"), you are accepting and agreeing to the following terms (including those terms made available by hyperlink), with the Governor's Office of Workforce Development. ("GOWD").

Before you may become a user on gobuildgeorgia.com, you must read and accept all of the terms and conditions in, and linked to, these Terms of Use and our Privacy Policy. Because linked information is also included in these terms, we strongly recommend that, as you read these Terms of Use, you also access and read any linked information. Your use of this Site evidences your agreement to be bound by these Terms of Use.

Using the Site

All content on this Site, including, without limitation, the text, graphics, layout, images, icons, logos, buttons, illustrations, video, audio and software is protected by copyright owned by GOWD and/or its third-party content providers. GOWD grants you a limited, nontransferable, nonsublicensable, revocable, and personal license to access and use the Site solely as permitted by these Terms of Use and the Privacy Policy. Except for this limited license, we do not grant you any other rights or licenses with respect to this Site or the contents of this Site, and any other rights and licenses are expressly reserved. You may display or print one copy of the displayable content of this Site limited solely for your noncommercial, personal use unless otherwise indicated. You must retain all proprietary, trademark and copyright notices on any copy. You may not copy, transmit, distribute, modify, publish, publicly perform, reuse, sell, or display any of the contents of this Site for any public or commercial purpose except with our prior written consent, or the consent of the owners of the materials. You may not create derivative works of any of the contents of this Site, reverse engineer any of the contents of this Site, or frame or otherwise use the contents in any other website.

Third-Party Content Providers and Links

Portions of the information provided on this Site have been compiled from third-party sources including, without limitation, from other users of the Site. Third-Party content and any links to outside sites are provided for your convenience only. GOWD cannot exercise any control over any third-party content nor does it warrant the accuracy, timeliness, appropriateness for any particular purpose of any third-party content or content on an outside site. GOWD is independent of any and all third parties referenced or linked to this site, and users of this site should be aware that GOWD is not affiliated with or sponsored by any third party content providers or outside sites. Moreover, inclusion on this Site of any third party or link to an outside site does not constitute any endorsement by GOWD of the third party, its site, or any of the content, products or services provided by a third party to this site or on any linked site.

Protecting Copyrights

GOWD respects the rights of intellectual property owners and wants to be sure that the content on this Site, including but not limited to user content, does not infringe upon the copyright,

trademark or other rights of third parties. If you believe that your rights have been violated, please notify us per the procedure below:

If you believe that this Site contains material which infringes upon your copyrighted work, please submit the following information to our designated copyright agent:

- a physical or electronic signature of the person authorized to act on behalf of the copyright owner;
- a description of the copyrighted work that you claim has been infringed upon;
- a description of the location on this site of the work that you claim infringes the copyrighted work;
- your contact information, including address, telephone number and email address;
- a statement that you have a good faith belief that the use of the alleged infringing material is not authorized by the copyright owner, its agent or the law; and
- a statement by you, made under penalty of perjury, that the information submitted above is accurate and that you are either the copyright owner or authorized to act on the copyright owner's behalf.

Submit the information above to the following designated copyright agent:

gobuild@georgia.gov Without limiting other remedies, we may limit, suspend, or terminate our service, prohibit access to our Site, remove hosted content, and take technical and legal steps to keep users off the Site if we think that they are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of our policies.

Content License

This Site may contain areas where you are encouraged to communicate with us or other users, including providing commentary, testimonials, best practices, experiences and/or additional information about GOWD's services or this Site. When you communicate with us or submit content, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) license to exercise the copyright, publicity, and database rights you have in the content, in any media known now or in the future. You agree that we may use any commentary submitted to us in any promotion or administration of the Site or GOWD's products and services and that we may attribute the commentary to the name and/or entity associated with such communication.

By submitting any content to our Site, you represent and warrant that you are the creator of such content or that you otherwise have the rights to grant us the rights in the content and that such content does not violate the rights of any third party.

GOWD has the right, but not the obligation (except as otherwise required by law), not to post or, in the alternative, to remove any submitted content from this Site (and/or to remove any user or prevent further submissions of content by any user), in GOWD's sole discretion, which is defamatory, offensive, or otherwise objectionable, which infringes the rights of any third parties

or which fails to comply with these Terms of Use. Any user who repeatedly infringes the rights of third parties shall no longer have access to this Site to post content of any kind.

As a user of this Site, you acknowledge and agree that you bear all risks associated with the use of any content, including any reliance on the accuracy, completeness or usefulness of such content.

You acknowledge and agree that GOWD may preserve content and disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to any claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of gobuildgeorgia.com, its users and the public.

Access and Interference

You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission.

Additionally, you agree that you will not:

- take any action that imposes or may impose (in our sole discretion) an
- unreasonable or disproportionately large burden on our infrastructure;
- copy, reproduce, modify, create derivative works from, distribute, or publicly
- display any content (except for content submitted by you) from the Site without the prior expressed written permission of GOWD and/or the appropriate third party, as applicable;
- interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or
- bypass measures we may use to prevent or restrict access to the Site.
-

Liability

You will not hold GOWD responsible for other users' actions or inactions, including things they post. We have no control over and do not guarantee the quality, safety, or legality of items advertised, or the truth or accuracy of advertised listings.

This Site is provided solely as an informational resource for users interested in learning about educational and career opportunities available in the construction trade. GOWD exercises reasonable efforts to provide timely and accurate information on this Site; however, the information on this Site is provided strictly on an as-is basis. By accessing this Site, you are assuming the risk of any reliance by you on the information provided on this Site.

We cannot guarantee continuous or secure access to our services, and operation of the Site may be interfered with by numerous factors outside of our control. THIS SITE IS PROVIDED ON AN AS-IS BASIS, WITHOUT WARRANTY OF ANY KIND. ACCORDINGLY, WE EXPRESSLY EXCLUDE AND YOU EXPRESSLY WAIVE ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, GOWD DISCLAIMS ANY AND ALL WARRANTIES FOR THE SECURITY, AVAILABILITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF CONTENT INCLUDED ON THE SITE AND ANY WARRANTIES THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED OR VIRUS-FREE. WE EXPRESSLY DISCLAIM ALL LIABILITY RELATING TO THE SITE AND THESE TERMS AND CONDITIONS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL GOWD BE LIABLE TO ANY USER ON ACCOUNT OF THE USER'S USE OR MISUSE OF AND RELIANCE ON THIS SITE OR INFORMATION CONTAINED HEREIN. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES (EVEN IF GOWD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF OR RELIANCE ON THIS SITE OR INFORMATION CONTAINED HEREIN OR FROM THE INTERRUPTION, SUSPENSION OR TERMINATION THEREOF. WE ARE NOT LIABLE FOR ANY LOSS OF MONEY, GOODWILL, OR REPUTATION, OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OUR SITE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Regardless of the previous paragraph, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the total fees you paid to us for use of the Site in the 12 months prior to the action giving rise to the liability, or (b) \$100. No claim, action, suit or liability shall be brought against GOWD more than one year after the earliest of (i) your last use of the Site; (ii) the claim arises; or (iii) the termination of these Terms of Use. The foregoing time period shall not operate to extend any applicable statute of limitations on such claim.

Privacy

We use your information only as described in our [Privacy Policy](#). For a complete description of how we use and protect your personal information, see the [gobuildgeorgia.com Privacy Policy](#). If you object to your information being transferred or used in this way, please do not use our Site or our services.

Indemnity

You will indemnify and hold us (and our members, directors, affiliates, joint ventures, employees, agents and subcontractors), harmless from any claim, suits, demand, liabilities, losses, settlement, judgment, damages, costs and expenses (including reasonable attorneys' fees) made by any third party as a result of or arising out of your (i) breach of these Terms of Use, (ii) breach of the policies on this Site, (iii) use or misuse of the Site, or (iv) violation of any law or the rights of a third party. We shall promptly notify you of such claim and we shall be entitled to participate in the defense of such claim without waiving or reducing any of your obligations to indemnify us or hold us harmless. You shall also indemnify us for any expenses incurred in enforcing this section.

No Agency

No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by these Terms of Use. At all times, users shall be independent contractors with GOWD.

Notices

Except as explicitly stated otherwise, legal notices shall be served (in the case of GOWD) on GOWD's registered agent or (in your case) via the Site or to the email address, if any, you provide to gobuildgeorgia.com. Notice shall be deemed given upon posting or 24 hours after the email is sent. It is your responsibility to update your email address as provided on this Site. GOWD shall have no liability for any undelivered email whether due to malfunctions or undeliverable, blocked or obsolescent email accounts or otherwise. Alternatively, we may, in our discretion, give you legal notice by mail to the physical address, if any, provided to us. In such case, notice shall be deemed given three days after the date of mailing. Notice to GOWD shall be effective upon receipt.

Force Majeure

Under no circumstances shall GOWD be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures (including, without limitation, denial of service attacks), computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light or air conditioning.

Termination

The Site or any services offered herein may be terminated at any time by GOWD. You may terminate your use of the Site or any services received hereunder upon notice to us. These Terms of Use, and your use of the Site, may be terminated immediately upon your breach of these Terms of Use or our policies.

General

If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign these Terms of Use. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of these Terms of Use. The terms and commitments contained herein shall not be considered a debt of the State of Georgia. It is further agreed that if any provision of these Terms of Use shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of these Terms of Use, be enacted, then the conflicting provision in these Terms of Use shall be deemed null and void.

GOWD reserves the right, without limitation of any other remedies available to us, to take appropriate legal action for any illegal or unauthorized use of gobuildgeorgia.com's services.

We may amend these Terms of Use at any time by posting the amended terms on the Site. All amended terms shall automatically be effective after they are initially posted on the Site. These Terms of Use may not be amended by you except in a writing signed by you and us. These Terms of Use, and the linked policies referenced herein, set forth the entire understanding and agreement between us with respect to the subject matter hereof and supersede any other representations, communications, undertakings, or agreements between us. The following Sections survive any termination of these Terms of Use: Content License, Liability, and Indemnity.