

Terms and Conditions Governing Access and Use of NEworks, Released by the Nebraska Department of Labor

Introduction: Please read the following information carefully. It contains the Terms and Conditions governing your access to and use of NEworks. If you do not accept and comply with these Terms and Conditions, you may be prohibited from using NEworks. Please refer to Title 20, Part 658, Code of Federal Regulations, at 20 C.F.R. § § 658.500 to 658.504 (2010).

Acceptance of Terms and Conditions: NEworks provides its service to you subject to the following Terms and Conditions. These Terms and Conditions may be updated from time to time, and proposed changes will be posted on the NEworks website. You can review the most current version of the Terms and Conditions at <http://neworks.nebraska.gov>.

Binding Agreement: Your use of NEworks constitutes acceptance of the Terms and Conditions and creates a binding agreement between you and the State of Nebraska, Nebraska Department of Labor (NDOL). NDOL provides this information as a public service. With respect to information available from this site, NDOL makes no warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose arising out of the use or inability to use the data, and assume no legal liability or responsibility for the accuracy of the information.

1. **Description of Service:** NEworks is an Internet-based service that provides online employment services. Unless explicitly stated otherwise, any new features which augment or enhance the current services, including the release of new versions of NEworks, shall be subject to these Terms and Conditions. You are responsible for all equipment necessary to access this service.
2. **Definitions:** The following are definitions of Terms and Conditions that are used in or apply to the information contained herein:
 - A. "Applicant Harvesting" means the process of using false, fictitious, or misleading job postings to entice a job seeker to divulge personal, employment or other information.
 - B. "Content" includes all text, graphics, design and programming used on the website.
 - C. "Design" includes the color combinations and the page layout of the website.
 - D. "Employer" means a person or entity that is accessing the NEWORKS website to post a job or for any reason related to the purpose of seeking candidates for employment.
 - E. "Graphics" includes all logos, buttons, and other graphical elements on the website.
 - F. The "NEworks" website includes its content, text, graphics, design, programming and services as applicable.
 - G. "Job Seeker" means a user who is accessing the website to search for a job or for any reason related to the search for employment opportunities.
 - H. "Materials" refers to any posting to the website.

- I. "Programming" includes both client-side codes (HTML, JavaScript, etc.) and server-side codes (Active Server Pages, VBScript, databases, etc.) used on the website.
 - J. "Services" means any services provided by NDOL, its local offices, Career Centers, or NEworks.
 - K. "Text" includes all text on every page of the website, whether editorial, navigational, or instructional.
 - L. "Third Party" includes a person or entity not directly specified in this Agreement.
 - M. "User" refers to any individual or entity that uses any aspect of the website.
 - N. "You," "your" and "yourself" refer to the person who (or the entity on behalf of whom you are acting) is agreeing to these Terms and Conditions.
3. **General Use Rules for Acceptable Website Use:** The NEworks website is intended for individuals seeking employment and for employers or recruiters seeking candidates for employment. You may use this website only for lawful purposes within the context of the intended and acceptable use of the website, as defined by NDOL. NDOL is the sole interpreter of the NEworks website's intended and acceptable use.
 4. **Employer's Rights to Use:** NDOL hereby grants you a limited, terminable, non-exclusive right to access and use the NEworks website only for your internal business use seeking candidates for employment. This authorizes you to view and download a single copy of the material on the NEworks website solely for your use directly related to searching for and recruiting job prospects. NDOL reserves the right to suspend or terminate your access and use at any time if it determines that you are in breach of any of these Terms and Conditions.
 5. **Job Seeker's Rights to Use:** NDOL hereby grants you a non-exclusive, limited, terminable, right to access and use the NEworks website only for your personal use seeking employment opportunities for yourself. This authorizes you to view and download a single copy of the material on the NEworks website solely for your personal, noncommercial use. Your use of the NEworks website is a privilege. NDOL reserves the right to suspend or terminate your access and use at any time if it determines that you are in breach of any of these Terms and Conditions.
 6. **Other Specific Rules for Acceptable Website Use:** You represent, warrant and agree that you will not use (or plan, encourage or help others to use) the NEworks website for any purpose or in any manner that is prohibited by these Terms and Conditions or by applicable law. It is your responsibility to ensure that your use of the NEworks website complies with these Terms and Conditions.
 7. **Rules for Posting, Conduct and Security:** You agree to comply with NDOL's rules for posting, conduct and security on its website. NDOL is the sole interpreter of these rules. Users who violate these rules may have their access and use of the NEworks website suspended or terminated, at NDOL's discretion. NDOL reserves the right to change these rules in accordance with the amendment policy in the Terms and Conditions. Said rules on posting, conduct and security are as follows:
 1. **General:** Information for accessing "Staff-Provided Services" is listed on the NEworks website. NDOL makes no claim that the Content of NEworks is designed for use outside of the United States. Access to the Content may not be legal by certain persons or in certain countries, and such persons have no right to access or use the NEworks website. If you access NEworks from outside of the United States, you do so at your own risk and are responsible for compliance with

the laws of your jurisdiction. These Terms and Conditions are governed by the internal substantive laws of the State of Nebraska. Jurisdiction for any claims arising under these Terms and Conditions shall lie exclusively with the State or federal courts in the State of Nebraska. No employment relationship, express or implied, with NDOL is created by your access to or use of NEworks. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of all or part of a provision shall not affect the validity of the remaining parts and provisions of these Terms and Conditions, which shall remain in full force and effect. All provisions of these Terms and Conditions shall survive termination except those granting access to or use of the website, and upon removal or revocation of your right of access, you shall cease all your use and access thereof immediately. You may not assign or transfer your obligations under these Terms and Conditions. Except as expressly provided by NDOL in a particular "Legal Notice," software license, or written materials on particular web pages of the NEworks website, these Terms and Conditions constitute the entire agreement between you and NDOL.

2. Posting Rules:

Your Material(s) may **NOT** contain:

- links to any website(s) other than your own;
- copyrighted material (unless you own said copyright or have the owner's permission to post the copyrighted material);
- trade secrets (unless you own said trade secrets or have the owner's permission to post them);
- material that infringes on or misappropriates any other intellectual property rights, or violates the privacy or publicity rights of others;
- anything that is sexually explicit, obscene, libelous, defamatory, threatening, harassing, abusive, or hateful;
- anything that is determined to be embarrassing or offensive to another person or entity;
- requests for personal services implying or requiring sexual or any other illegal activity;
- jobs that pay by commission only, unless minimum wage is guaranteed or exempt pursuant to the Nebraska Wage and Hour Act, *Neb. Rev. Stat. § § 48-1201 to 48-1209.01*;
- jobs that do not pay at least the Nebraska minimum wage, unless such jobs are subject to exemption pursuant to the Nebraska Wage and Hour Act;
- jobs that require the applicant to pay a fee to obtain the job;
- jobs that require the applicant or employee to make a capital investment;
- jobs that require the applicant or employee to attend unpaid training;
- any language other than English, unless and until NEworks is modified to permit access or use in alternative language;
- any discriminatory language. Employers must provide equal employment opportunities without regard to race, color, religion, gender, age, national origin or disabilities in compliance with federal and State laws including:
 - The Civil Rights Act of 1964 as amended;

- Age Discrimination Act of 1967 as amended;
 - Rehabilitation Act of 1973;
 - Vietnam Era Veterans Readjustment Act of 1974;
 - Americans with Disabilities Act of 1990 as amended; and
The Wagner-Peyser Act as amended.
- You may **NOT** use your Material(s) to:
 - impersonate another person, living or dead;
 - post false, inaccurate or misleading information;
 - post advertisements or solicitations of business (including, but not limited to, Multi-Level Marketing [MLM] positions, franchises, "club memberships," distributorships, or anything requiring a monetary investment by the User);
 - post chain letters or pyramid schemes;
 - post opinions or notices, commercial or otherwise; or
 - conduct applicant harvesting.
- Your materials(s) must contain sufficient detail to convey clearly to the user the nature and requirements of the job opportunity, or the required qualifications of a candidate for employment.
- Material(s) that encourage the user to "email for more details" are not permitted. Material(s) from any third party charging a fee or restricting complete access to all resume information are prohibited.
- Job postings must be individual openings for traditional, W-2 or 1099 employees.
- NDOL will take reasonable care to insure the quality of its web site.

Material(s) found to violate the above Posting Rules may be removed at NDOL's discretion.

○ **Conduct Rules:**

- You may not respond to postings by other users in any manner or for any purpose other than to apply for the job or to initiate further discussion with the candidate.
- Communications soliciting the employer's business are prohibited.
- You may not send unsolicited commercial email to users.
- Report inappropriate postings or conduct to NDOL.networkshelp@nebraska.gov.
- You may not delete or revise any material posted by any other person or entity.
- If at any time NDOL determines that you misrepresented your business practices and/or services, NDOL reserves the right to terminate your use privileges immediately.
- NDOL may monitor the conduct of its users, and will investigate and respond when violations are reported

○ **Security Rules:**

- Users are prohibited from engaging in any activity which may compromise the security of the NEworks website, including, without limitation:
 - accessing data not intended for such user or logging into a server or account which the user is not authorized to access;
 - attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
 - attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, or other acts such as "overloading" or "flooding";
 - sending unsolicited e-mail, including promotions and/or advertising of products or services.
- Violation of these Security Rules may result in civil or criminal liability. NDOL will investigate suspected violations and cooperate with law enforcement authorities in prosecuting users involved in such violations.

8. **User Information:** The Privacy Policy posted on the NEworks website is incorporated in this Agreement by reference.

9. **Notices and Questions:** Questions concerning the use of the website should be directed to NDOL.networkshelp@nebraska.gov.

CAUTION TO EMPLOYERS: The career center does not conduct background checks on potential employees. Referrals are based upon information obtained from the job seeker, which is then matched to the qualifications on the job order. It is the responsibility of the employer to conduct background checks on job seekers. Please be aware that career center facilities are available to you for conducting interviews. You can obtain more information about criminal background checks through Nebraska law enforcement agencies. The checks through this site do not cover crimes committed in other states or those under federal jurisdiction. You can learn more about the steps and resources available for conducting a national criminal background check at: http://www.virtualchase.com/articles/criminal_checks_national.html. Other types of employment background checks can be obtained through many private companies on the Internet.

AGRICULTURAL EMPLOYERS PLEASE NOTE: Federal regulations may require you to provide specific labor assurances depending on the type of work to be done and location of employment. If you have an agricultural job listing, you are encouraged to contact the nearest Career Center rather than post it directly on NEworks. Your local Career Center representative can assist you in listing your job order and recruiting applicants.

FOREIGN LABOR CERTIFICATION (FLC) "PERM" JOB ORDER ENTRY: Please contact the nearest Career Center to advise staff that a "Perm" job order has been posted so that staff may code the job order as an FLC order to avoid any possibility of the job order being closed prior to the 30-day requirement.