

TERMS AND CONDITIONS OF USE

TCAEI Partner Portal



Legal Notices

Workforce Solutions for Tarrant County (the Operator) provides information through the Tarrant County Alliance for Economic Independence Partner Portal (the Portal) as a public service to its users. Please carefully review the following basic rules that govern your use of the Portal. Please note that your use of the Portal constitutes your unconditional agreement to follow and be bound by these Terms and Conditions of Use (Terms and Conditions). If you (the User) do not agree to these Terms and Conditions, do not use the Portal, submit any materials to the Portal, and/or download any materials from the Portal.

The Operator reserves the right to update or modify these Terms and Conditions at any time without prior notice to User. Your use of the Portal following any such change constitutes your unconditional agreement to follow and be bound by these Terms and Conditions as changed. For this reason, we encourage you to review these Terms and Conditions whenever you use the Portal.

These Terms and Conditions apply to use of the Portal and do not extend to any linked third-party sites. These Terms and Conditions and our Privacy Policy, which are hereby incorporated by reference, contain the entire agreement (the Agreement) between you and the Operator with respect to the Portal. Any rights not expressly granted herein are reserved.

Permitted and Prohibited Uses

You may use the Portal for the express purpose of collaborating with other Users and providing workforce services to clients/customers in accordance with the [vision and mission statement](#) of the Tarrant County Alliance for Economic Independence (TCAEI). You may not use the Portal to violate any applicable local, state, national, or international law.

You may not upload or transmit any material that infringes or misappropriates any person's identity, copyright, patent, trademark, or trade secret, or disclose via the Portal any information the disclosure of which would constitute a violation of any confidentiality obligations you may have.

You may not upload, post, submit, or transmit any data that can in any way be classified as personally identifiable information (PII) linked to any individual seeking assistance through any organization with which you may be affiliated. Examples of both protected PII and non-sensitive PII include but are not limited to names, addresses, emails, social security numbers, credit card numbers, telephone numbers, ages, and birthdates. For more information on PII, please visit our [Privacy Policy](#).

You may not upload any viruses, malware, ransomware, or other forms of harmful computer code, nor subject the Portal's network or servers to unreasonable traffic loads, or otherwise engage in conduct deemed disruptive to the ordinary operation of the Portal.

You are strictly prohibited from communicating on or through the Portal any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including but not limited to any material that encourages conduct that

would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

You are expressly prohibited from compiling and/or using Users' PII, including but not limited to names, addresses, telephone numbers, fax numbers, email addresses, or other contact information that may appear on the Portal for the purpose of creating or compiling marketing and/or mailing lists and from sending other Users unsolicited marketing materials, whether by facsimile, email, or other technological means.

You also are expressly prohibited from distributing Users' PII to third parties for marketing purposes. The Operator shall deem the compiling of marketing and mailing lists using Users' PII, the sending of unsolicited marketing materials to Users, or the distribution of Users' PII to third parties for any reason as a material breach of these Terms and Conditions. The Operator reserves the right to terminate or suspend your access to and use of the Portal in the event of such a violation.

Accessibility

The Operator is committed to making the Portal accessible to all individuals. To ensure the Portal is accessible, we use various tools for validation, including screen readers. The Operator welcomes any comments on how to improve the Portal's accessibility for Users with disabilities. If you use assistive technology and the format of any material on the Portal interferes with your ability to access the information, please email tcaei@workforcesolutions.net.

To enable us to respond in a manner most helpful to you, please indicate the nature of your accessibility problem or suggested changes, the web address (URL), the preferred format in which to receive any material you could not access, and your contact information.

Workforce Solutions for Tarrant County (the Operator) is an equal opportunity employer. Auxiliary aids and services are available, upon request, to persons with disabilities. Relay Texas: 711 (Voice) or 1-800-735-2989 (TTY/TDD).

Any individual who seeks accommodation from the Operator on the basis of his or her disability should inform us in advance at 817-413-4495.

Portal User ID's and Profiles

Information submitted to the Portal is governed according to the Operator's current Privacy Policy, Terms and Conditions, and any applicable local, state, national, or international law.

You agree to provide true, accurate, current, and complete information when registering for Portal access. It is your responsibility to maintain and promptly update your contact information to keep it true, accurate, current, and complete. If you provide any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, we reserve the right to suspend or terminate your Portal access without notice and to refuse any and all current and future use of the Portal.

You will be required to create an Outlook.com account in order to access the Portal. This is an external email account that is provided as a free service by Microsoft and is in no way managed, overseen, or administered by the Operator of the Portal. It is your responsibility to review, acknowledge, and abide by all applicable Microsoft policies and service agreements in connection with your Outlook.com account. You are also responsible for maintaining the confidentiality of your Outlook.com account and/or password and are fully responsible for all activities that occur in connection with that password and/or account. Your Outlook.com account will serve as your Portal User ID and will be utilized to set up your Portal Profile. In addition to your User ID, your Portal Profile information may include but is not limited to name, company/organization, work phone number, work address, work email, and supervisor. This information may be visible and accessible by other Portal Users, the Operator, and all other persons or entities involved in the operation of the Portal.

You agree to immediately notify us of any unauthorized use of either your Portal User ID or password or any other breach of security. You further agree that you will not permit others, including those whose Portal access has been terminated, to access the Portal using your User ID or password. You grant the Operator and all other persons or entities involved in the operation of the Portal the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Portal and in the provision of services to you. The Operator cannot and does not assume any responsibility or liability for any information you submit, or the use or misuse of information transmitted or received through the Portal by you, other Users, or the Operator's staff. To learn more about how we protect the privacy of your Portal Profile and associated PII, please visit our [Privacy Policy](#).

Portal Access Management

Portal access is granted by the Operator to authorized individuals employed and/or affiliated with a TCAEI member organization (the Responsible Organization) for the express purpose of collaborating with other Users and providing workforce services to clients/customers in accordance with the [vision and mission statement](#) of the Tarrant County Alliance for Economic Independence (TCAEI).

Portal Access Requests

All requests for Portal access must be submitted by your Responsible Organization's Director (your Director) through the [Contact Us](#) page on the Portal. In order for Portal Access Requests to be completed accurately and in a timely manner, each request must include the following information and documentation:

- Your Name
- Portal User ID (Outlook.com account created by you)
- Work phone number
- Work address
- Work email
- Supervisor
- Responsible Organization's Name
- Type of access requested – Front Line (read only) and/or Collaborate
- Portal User Training Certificate of Completion
- [Acknowledgment](#) of these Terms and Conditions of Use signed by both you and your Director

Once a Portal Access Request has been submitted, your Director will receive a status notification via email from the Operator's staff within three (3) business days. Once your Portal Access Request has been granted, your Director will be responsible for notifying you.

Please note that all Portal Users must complete initial Portal User Training in order to receive Portal access. For more information on training, please see the [Portal User Training](#) section of these Terms and Conditions.

Portal Access Modifications

The Operator must be notified of any change in personal and/or professional status that may affect your access to the Portal, including but not limited to promotion, demotion, transfer, or extended leave. Any notices of Portal Access Modification must be submitted by your Director through the [Contact Us](#) page within one (1) business day of said change. Submissions for Portal Access Modification must include:

- Your Name
- Portal User ID (Outlook.com account created by you)
- Type of modification requested (Example: Addition of Collaborate Access)
- Effective date

Once a Portal Access Modification has been submitted, your Director will receive a status notification via email from the Operator's staff within three (3) business days. Once your Portal Access Modification has been completed, your Director will be responsible for notifying you.

Portal Access Terminations

The Operator must be notified if your employment and/or affiliation with the Responsible Organization is terminated for any reason or if you no longer need and/or wish to utilize the Portal. Any notices of Portal Access Termination must be submitted by your Director through the [Contact Us](#) page within one (1) business day of termination. Submissions for Portal Access Termination must include:

- Your Name
- Portal User ID (Outlook.com account created by you)
- Effective date

Once a Portal Access Termination has been submitted, it may take up to three (3) business days to complete the termination. However, your Director may request immediate termination by contacting the Operator at tcae@workforcesolutions.net or 817-413-4495 should the need arise.

Please note if you are leaving one TCAEI member organization to work for another member organization, the Operator must still terminate your Portal access, and the Director of your new Responsible Organization must submit a Portal Access Request to have your access reinstated.

Portal User Training

Portal User Training is provided by the Operator in order to ensure that each Portal User is able to navigate and utilize the Portal and its contents securely and in a manner most beneficial to you, other Users, the Operator, and all TCAEI member organizations. Initial

Portal User Training is mandatory for all new Users, and Portal access will not be granted to any User prior to the completion of said training. Additional Portal User Training will be provided on an ongoing basis as the need arises. For example, training may be offered when a new Portal feature is released or a new assessment tool becomes available. All Portal User Training may be provided in various formats, including but not limited to onsite training, webinars, video training, and desk aids. Information regarding the Portal User Training schedule will be posted regularly on the Portal home page.

User Submissions

The Operator does not want to receive any confidential or proprietary information from you through the Portal. Any material, information, or other communication you transmit or post (Contributions) to the Portal will be considered non-confidential.

It is likely that you are not the copyright holder of anything you make on behalf of your employer, even in your spare time. Before making contributions to this site, please get written permission from your employer.

User Discussion Boards

Disclaimer and Legal Rules

The Operator may, but is not obligated to, monitor or review any areas on the Portal where users transmit or post contributions or communicate solely with each other, including but not limited to discussion boards and email distribution lists, and the content of any such communications. The Operator, however, will have no liability related to the content of any such communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. The Operator may edit or remove content on the Portal at its discretion at any time.

Discussion Boards on the Portal are provided as a benefit for Users. The Operator accepts no responsibility for the opinions and information posted on the Discussion Boards by others. The Operator disclaims all warranties with regard to information posted on the Discussion Boards, whether posted by Portal Users or Operator staff; this disclaimer includes all implied warranties of merchantability and fitness. In no event, shall the Operator be liable for any special, indirect or consequential damages, or any damages whatsoever resulting from loss of use, data or profits arising out of, or in connection with, the use or performance of any information posted on the Discussion Boards.

While the Operator attempts to review Contributions posted to the Discussion Boards, any material downloaded or otherwise obtained through the Discussion Boards is done at your own discretion and risk, and you are solely responsible for any damage to your computer system, loss of data or any other damage or loss that results from the download of any such material.

Do not post any defamatory, abusive, profane, threatening, offensive or illegal materials. Do not post any information or other material protected by copyright without the permission of the copyright owner. By posting material, the posting party warrants and represents that he or she owns the copyright with respect to such material or has received permission from the

copyright owner. In addition, the posting party grants the Operator and Portal Users of the Discussion Boards the nonexclusive right and license to display, copy, publish, distribute, transmit, print and use such information or other material.

Do not post PII linked to any individual, including but not limited to yourself, customers, other Users, coworkers, and colleagues. All references to customer demographics and/or needs should be general in nature. (Example: "I have a 50-year-old homeless veteran in need of transportation assistance.")

Messages should not be posted if they encourage or facilitate members to arrive at any agreement that either expressly or implicitly leads to price fixing, a boycott of another's business, or other conduct intended to illegally restrict free trade. Messages that encourage or facilitate an agreement about the following subjects are inappropriate: prices, discounts, terms or conditions of sale; salaries; profits, profit margins, or cost data; market shares, sales territories, or markets; allocation of customers or territories; or selection, rejection or termination of customers or suppliers.

The Operator attempts to monitor the Discussion Boards for inappropriate postings but does not independently undertake editorial control of postings. However, in the event that any inappropriate posting is brought to the Operator's attention, the Operator will take all appropriate action.

The Operator reserves the right to terminate access to any User who does not abide by the Site Terms and Conditions, the Discussion Board Rules and Etiquette requirements or other related Portal policies.

Discussion Board Rules

By participating in any Discussion Board on the Portal, you are agreeing to abide by the following rules:

1. State concisely and clearly the specific topic of the post in the subject line of the entry. This allows members to respond more appropriately to your posting and makes it easier for members to search the archives by subject.
2. We encourage lively discussion and debate but remember that disagreeing with an idea is different from attacking individuals, including discussion board members, moderators, and Operator staff. Messages and materials that are defamatory, abusive, profane, threatening, offensive or illegal are strictly prohibited.
3. Do not post material that is protected by copyright, such as complete articles copied from another source, unless you are the copyright holder or have the author's permission. Fair use generally allows the posting of small excerpts.
4. Use extreme caution when discussing individuals, vendors, products, or services. Any information posted on Portal Discussion Boards is subject to libel, slander, antitrust, and privacy laws. View the [Privacy Policy](#) if you have questions.
5. The consequences of distributing documents containing viruses are widely known. Therefore, do not post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
6. Take care when including contact information in posts or comments. Refer to user profiles when available. If you do not have a profile, you may include an email.

Understand that the Operator cannot protect the privacy of this information. It may be vulnerable to spam or other negative Web practices.

Any User who violates the Discussion Board Rules, Disclaimer and Legal Rules, Etiquette Requirements or other related Portal policies will be subject to the following process:

1. The Operator and/or the applicable Discussion Board Moderator will contact the User and his/her Director as to the inappropriate nature of the posting. This may lead to being denied further posting privileges.
2. In the event of a second violation or the failure to make the necessary changes, the User and his/her Director will be notified that any future inappropriate postings will result in the User being denied Discussion Board posting privileges.
3. Should a third violation occur, the Discussion Board Advisory Group (Workgroup Users and Moderators) will review violations and make a final decision regarding the User's Discussion Board privileges. The User and his/her Director will be notified of any decision to remove his/her posting privileges.
4. The Discussion Board Advisory Group's decision may be appealed to the Operator's Executive Director. The appeal request must be submitted to info@workforcesolutions.net. The User and his/her Director will be notified of Executive Director's appeal decision.
5. The Executive Director's decision may be appealed to the Workforce Delivery Systems Committee. The appeal request must be submitted to info@workforcesolutions.net. The User and his/her Director will be notified of the Workforce Delivery System Committee's appeal decision. The Workforce Delivery System Committee's decision is final.

Portal Discussion Boards technology allows messages to be copied by others. The Operator cannot control this activity. The Operator does not and cannot review every message posted on Discussion Boards and is not responsible for the content of these messages. The Operator, however, reserves the right to delete, move, or edit messages that violate the terms above.

The Operator will make every effort to delete, move, or edit offensive messages immediately. It may take time for such changes to take effect, since we do not have control over externally cached information.

Etiquette Requirements

As with any community, there are simple rules of etiquette that guide the group in communicating with ease and ensure a free flow of information:

1. Select the one most appropriate Discussion Board Category for your posting. Be sure the topic is relevant to the Category.
2. Please do not post the same question or topic in more than one Discussion Board Category. You may not receive a response or the number of responses you were expecting. You can increase your message's visibility by adding additional comments to your original posting. This will bring it to the top of the forum list as the most recent posting. If you feel that a different forum will increase your responses, delete your original posting and move it to a more appropriate Discussion Board Category.

3. Be brief when posting. Understand that users have limited time for reading entries. Respect that time by being succinct and to the point.
4. When responding to comments or a post, it is not necessary to include the entire text of their comment or post in your response. Explain to whom and what you are responding and summarize or quote pertinent information as needed.
5. Read your entry before posting. Check for typos and grammatical errors that may allow users to misconstrue your entry. Refrain from using all caps. A spellcheck feature exists for members to correct spelling errors prior to posting.
6. Before posting a question, please perform a discussion board search. Performing a search will determine if your area of interest is part of a previous post or discussion thread. If you cannot find a similar topic or you want more information, you may post a new topic thread or add to an existing similar thread.

Termination of Agreement

These Terms and Conditions of Use are effective until terminated by either party. If you no longer agree to be bound by these Terms and Conditions, you must cease use of the Portal and notify your Director accordingly (See [Portal Access Terminations](#)). If you are dissatisfied with the Portal, its content, or any of these terms, conditions, and policies, your sole legal remedy is to discontinue use of the Portal and notify your Director accordingly. The Operator reserves the right to terminate or suspend your access to and use of the Portal, or parts of the Portal, without notice, if we believe, in our sole discretion, that such use (i) is in violation of any applicable law; (ii) is harmful to our interests or the interests, including intellectual property or other rights, of another person or entity; or (iii) where the Operator has reason to believe that you are in violation of these Terms and Conditions of Use.

Indemnification

You agree to defend, indemnify, and hold harmless the Operator, agents, vendors or suppliers from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to your use or misuse of the Portal, including but not limited to your violation of these Terms and Conditions, the infringement by you, or any other user of your account with or without your knowledge, of any intellectual property right or other right of any person or entity.

WARRANTY DISCLAIMER

THE PORTAL AND ASSOCIATED MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE OPERATOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. THE OPERATOR MAKES NO REPRESENTATIONS OR WARRANTY THAT THE PORTAL WILL MEET YOUR REQUIREMENTS, OR THAT YOUR USE OF THE PORTAL WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES THE OPERATOR MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PORTAL. THE OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES OF

ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PORTAL OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE PORTAL.

IN NO EVENT SHALL THE OPERATOR OR ANY OF THEIR AGENTS, VENDORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF THE USE, MISUSE OF OR INABILITY TO USE THE PORTAL, EVEN IF THE OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PORTAL IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA OR BUSINESS INTERRUPTION THAT RESULTS FROM THE DOWNLOAD OF CONTENT. THE OPERATOR SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INFORMATION OR IDEAS CONTAINED, SUGGESTED OR REFERENCED IN OR APPEARING ON THE PORTAL. YOUR PARTICIPATION IN THE WEBSITE IS SOLELY AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE OPERATOR OR THROUGH THE OPERATOR, THEIR EMPLOYEES, OR THIRD PARTIES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU ACKNOWLEDGE, BY YOUR USE OF THE PORTAL, THAT YOUR USE OF THE PORTAL IS AT YOUR SOLE RISK.

LIABILITY LIMITATION. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL THE OPERATOR OR ANY OF THEIR AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO USER OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE PORTAL OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF PERSONALLY IDENTIFIABLE INFORMATION OR OTHER SENSITIVE INFORMATION THROUGH THE WEBSITE OR FOR ANY INFORMATION OBTAINED THROUGH THE PORTAL, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF THE OPERATOR HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

THE OPERATOR'S TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH THE PORTAL WILL NOT EXCEED FIVE U.S. DOLLARS (\$5.00). USER AGREES AND ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL BASIS OF THE BARGAIN AND THAT THE OPERATOR WOULD NOT PROVIDE THE PORTAL ABSENT SUCH LIMITATION.

Links to Other Materials

Any mention of vendors, products, or services on the Portal is for informational purposes only. As a convenience, the Portal contains links to external websites created or maintained

by public and private entities. The Operator does not endorse any of the products, vendors, consultants, or documentation referenced in the Portal, or on external websites that may provide links to the Portal, and the Operator reserves the right to note their lack of affiliation, sponsorship, or endorsement on the Portal. If you decide to access any of the third-party sites linked to by the Portal, you do this entirely at your own risk. It is the Users' responsibility to check the accuracy, completeness, currency, and/or suitability of all information presented on these websites linked to or from this site.

Copyright

The Operator of the Portal asserts its copyright on all content created by the Operator's staff, their agents, vendors and/or suppliers. Unless otherwise noted on an individual document, file, web page, or other website, the Operator grants permission to copy and distribute the information for non-commercial and non-profit use, as long as the content remains unaltered and credit is given to the source.

The Operator reserves all other rights under relevant copyright statutes. The Operator specifically disclaims any and all liability for any claims or damages that may result from providing this Portal or the information it contains, including websites maintained by other parties and linked to the TCAEI or Workforce Solutions sites. The Operator does not independently verify nor exert editorial control over information on pages outside of the "workforcesolutions.net or tcaei.org" domains.

In the event you believe that material or content published on the Portal may infringe on your copyright or that of another, please email tcaei@workforcesolutions.net.

Privacy Policy

Workforce Solutions for Tarrant County (the Operator) provides the Portal as a public service to its Users. Your privacy is important to us. Our goal is to provide you with a personalized online experience that provides you with the information, resources, and services that are most relevant and helpful to you. This Privacy Policy has been written to describe the conditions under which this Portal is being made available to you. The Privacy Policy discusses, among other things, how data obtained during your visit to this site may be collected and used. We strongly recommend that you read the Privacy Policy carefully. By using the Portal, you agree to be bound by the terms of this Privacy Policy. If you do not accept the terms of the Privacy Policy, you are directed to discontinue accessing or otherwise using the Portal or any materials obtained from it. If you are dissatisfied with the Portal, by all means contact us; otherwise, your only recourse is to disconnect from this site and refrain from visiting the site in the future.

The process of maintaining this Portal is an evolving one, and the Operator may decide at some point in the future, without advance notice, to modify the terms of this Privacy Policy. Your use of the Portal, or materials obtained from the site, indicates your assent to the Privacy Policy at the time of such use. The effective Privacy Policy will be posted on the Portal, and you should check upon every visit for any changes.

Sites Covered by this Privacy Policy

This Privacy Policy applies to all the Operator-maintained websites, domains, information portals, and registries.

Links to Non-Operator Websites

The Portal may provide links to third-party websites for the convenience of our Users. If you access those links, you will leave the Portal. The Operator does not control these third-party websites and cannot represent that their policies and practices will be consistent with this Privacy Policy. For example, other websites may collect or use PII or other sensitive information about you in a manner different from that described in this document. Therefore, you should use other websites with caution, and you do so at your own risk. We encourage you to review the privacy policy of any website before submitting any information.

Types of Information We Collect

Non-Personal Information

Non-personal information is data about usage and service operation that is not directly associated with a specific personal identity. The Operator may collect and analyze non-personal information to evaluate how visitors use the Portal.

Aggregate Information

The Operator may gather aggregate information, which refers to information your computer automatically provides to us and that cannot be tied back to you as a specific individual. Examples include referral data (the websites you visited just before and just after our site), the pages viewed, time spent on the Portal, and Internet Protocol (IP) addresses. An IP address is a number that is automatically assigned to your computer whenever you access the Internet. For example, when you request a page from the Portal, our servers log your IP address to create aggregate reports on user demographics and traffic patterns and for purposes of system administration.

Log Files

Every time you request or download a file from the Portal, the Operator may store data about these events and your IP address in a log file. The Operator may use this information to analyze trends, administer the site, track Users' movements, and gather broad demographic information for aggregate use or for other business purposes.

Cookies

Our site may use a feature of your browser to set a "cookie" on your computer. Cookies are small packets of information that a website's computer stores on your computer. The Operator's websites can then read the cookies whenever you visit our site. We may use

cookies in a number of ways, such as to save your password so you don't have to re-enter it each time you visit the Portal, to deliver content specific to your interests and to track the pages you have visited. These cookies allow us to use the information we collect to customize your experience so that your visit to the Portal is as relevant and as valuable to you as possible.

Most browser software can be set up to deal with cookies. You may modify your browser preference to provide you with choices relating to cookies. You have the choice to accept all cookies, to be notified when a cookie is set or to reject all cookies. If you choose to reject cookies, certain of the functions and conveniences of the Portal may not work properly. Most browsers offer instructions on how to reset the browser to reject cookies in the "Help" section of the toolbar. We do not link non-personal information from cookies to personally identifiable information without your permission.

Web Beacons

The Portal also may use web beacons to collect non-personal information about your use of the site. The information collected by web beacons allows us to statistically monitor how many people are using our website; how many people open our emails; and for what purposes these actions are being taken. Our web beacons are not used to track your activity outside of the Portal. The Operator does not link non-personal information from web beacons to personally identifiable information without your permission.

Personally Identifiable Information

Personally identifiable information (PII) is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.¹

The Department of Labor identifies two types of Personally Identifiable Information (PII). Protected PII is information that, if disclosed, could result in harm to the individual whose name or identity is linked to that information. Examples of protected PII include but are not limited to Social Security numbers, credit card numbers, bank account numbers, home telephone numbers, ages, and birthdates. Non-sensitive PII is information that, if disclosed by itself, could not reasonably be expected to result in personal harm, but depending on the circumstances, a combination of these items could potentially be categorized as protected PII. Examples of non-sensitive PII include but are not limited to first and last names, email addresses, work addresses, work telephone numbers, gender, or race.

The Operator uses non-sensitive PII to better understand your needs and interests and to provide you with better service. On some of the Portal pages, you may be able to request information, subscribe to mailing lists, participate in online discussions, collaborate on documents, provide feedback, submit information into registries, register for events, or apply for workgroup membership. The types of non-sensitive PII you provide to us on these

¹ TEGL 39-11, *Guidance on the Handling and Protection of Personally Identifiable Information* (June 28, 2012), available at http://wdr.doleta.gov/directives/attach/TEGL/TEGL_39_11.pdf

pages may include but is not limited to Portal User ID, name, company/organization name, work address, work phone number, and work email.

Workgroup Information and Membership

Information you provide on workgroup membership applications is used to create a member profile, and some information may be shared with other workgroup member representatives and organizations. Member contact information may be provided to other members to encourage and facilitate collaboration, research, and the free exchange of information among the Workgroup Members, but we expressly prohibit members from using member contact information to send unsolicited commercial correspondence. The Workgroup Members may be automatically added to the Operator's mailing and/or distribution lists. From time to time, member information may be shared with event organizers and/or other organizations that provide additional benefits to the Workgroup Members. By providing us with your non-sensitive PII on the membership application, you expressly consent to our storing, processing, and distributing your information for these purposes.

How We Use Your Information

The Operator may use non-personal data that is aggregated for reporting about the Portal's usability, performance, and effectiveness. It may be used to improve the experience, usability, and content of the site.

The Operator may use non-sensitive PII to provide services that support the activities of Portal Users, Workgroup Members, and their collaboration in accordance with the [vision and mission statement](#) of the Tarrant County Alliance for Economic Independence (TCAEI). When accessing the Workgroup Sites, your personal user information may be tracked by the Operator in order to support collaboration, ensure authorized access, and enable communication between members.

Information Sharing

The Operator does not sell, rent, or lease any individual's personally identifiable information to anyone for marketing purposes, and we take commercially reasonable steps to maintain the security of this information. However, the Operator reserves the right to supply any such information to any organization into which the Operator or TCAEI may merge in the future or to which it may make any transfer in order to enable a third party to continue part or all of its mission. We also reserve the right to release PII to protect our systems or business, when we reasonably believe you to be in violation of our Terms and Conditions of Use or if we reasonably believe you to have initiated or participated in any illegal activity. In addition, please be aware that in certain circumstances, the Operator may be obligated to release your PII pursuant to judicial or other government subpoenas, warrants, or other orders.

The Operator may maintain archives for the majority of our activities. For example, posting an email to any of the Operator's email distribution lists or discussion forums, subscribing to one of our newsletters, or registering for one of our events may result in your email address becoming part of the archives.

If you are a registered Portal User and/or Workgroup Member, you should be aware that some items of your non-sensitive PII may be visible to other Portal Users and/or Workgroup Members. The Portal's databases may retain information about your name, email address, organization affiliation, and such other identifying data as you choose to supply. That data may be visible to other Portal Users and/or Workgroup Members. Your name, email address, and other information you may supply also may be associated in the Operator's publicly accessible records with the Operator's various committees, workgroups, and similar activities that you join, in various places, including: (i) the permanently-posted attendance and membership records of those activities; (ii) documents generated by the activity, which may be permanently archived; and, (iii) along with message content, in the permanent archives of the Operator's email lists, which also may be public.

Please remember that any information (including PII) that you disclose in public areas of the Portal, such as contact lists, discussion boards, and announcement lists, becomes public information that other Users may collect, circulate, and use. Because we cannot and do not control the acts of others, you should exercise caution when deciding to disclose information about yourself or others on the Portal.

If you do not want your information collected and used by the Operator, please do not visit the Portal or apply for Portal access and/or Workgroup Membership.

Access to and Accuracy of Member Information

The Operator is committed to keeping the Portal Profile information of our members accurate. All the information you have submitted to us can be verified and changed. In order to do this, please submit a request through the [Contact Us](#) form via the Portal. We may provide Users with online access to their own Portal Profiles, enabling them to update or delete information at any time. To protect our Users' privacy and security, we also may take reasonable steps to verify identity, such as a User ID and password, before granting access to modify personal profile data. Access to certain areas of the Portal may be restricted to Workgroup Members and/or Operator staff only. Users may receive a Request Denied message when attempting to access such restricted areas. If you believe you have received this message in error, please notify Operator staff through the [Contact Us](#) form on the Portal, if available. If you are unable to access the Portal at all, please email tcae@workforcesolutions.net for assistance.

Security

The Operator makes every effort to protect all PII submitted by Users of the Portal, including using firewalls and other security measures on its servers. No server, however, is 100% secure, and you should take this into account when submitting PII and other sensitive information about yourself on any website, including this one. Much of the PII collected by the Operator is used in conjunction with User services such as collaboration and discussion, so some types of information such as your name, company affiliation, and email address will be visible to other Portal Users, Workgroup Members, and Operator staff. The Operator assumes no liability for the interception, alteration, or misuse of the information you provide. You alone are responsible for maintaining the secrecy of your PII. Please use care when accessing the Portal and providing any PII.

Opting Out

From time to time, the Operator may email you electronic newsletters, announcements, surveys, or other information. If you prefer not to receive any or all of these communications, you may opt out by following the directions provided within the electronic newsletters and announcements.

If you have questions regarding this Privacy Policy, please email tcae@workforcesolutions.net.

Acknowledgement

All Portal Users must acknowledge receipt of these *Terms and Conditions of Use* prior to being provided access to the *TCAEI Partner Portal*. This acknowledgement must be renewed annually.

I hereby acknowledge that I have received, reviewed, understand, and appreciate the implications of the foregoing *Terms and Conditions of Use*, and by signing (below), I agree to abide by the policies, rules, and guidelines contained therein.

Moreover, I hereby acknowledge that these *Terms and Conditions of Use* supersede all previous oral or written representations, policies, procedures and practices, and that these *Terms and Conditions of Use* may be amended from time to time.

User's Name: _____

Organization: _____

Signature: _____

Date: _____

Director's Name: _____

Responsible Organization: _____

Signature: _____

Date: _____

Workforce Solutions for Tarrant County (the Operator) is an equal opportunity employer. Auxiliary aids and services are available, upon request, to persons with disabilities. Relay Texas: 711 (Voice) or 1-800-735-2989 (TTY/TDD).