

# Employ Florida Marketplace Terms and Conditions Governing Your Access and Use of the Employ Florida Marketplace (EFM)

**Introduction:** Please read the following information carefully as it contains the terms and conditions governing your access to and use of the EFM website. If you do not accept and comply with these Terms and Conditions (referred hereinafter as "Terms"), you may be prohibited from using EFM. Please refer to <http://www.gpo.gov/fdsys/pkg/CFR-2011-title20-vol3/pdf/CFR-2011-title20-vol3-sec658-500.pdf>.

**Acceptance of Terms:** EFM provides its service to you subject to the following Terms. These Terms may be updated from time to time, and proposed changes will be posted on the EFM website. You can review the most current version of the Terms at [www.employflorida.com](http://www.employflorida.com).

**Binding Agreement:** Your use of EFM constitutes acceptance of the Terms and creates a binding agreement between you and the State of Florida Workforce Partners (hereinafter "PARTNERS"). The PARTNERS include Workforce Florida, Inc., the Department of Economic Opportunity, the Regional Workforce Boards and the website originator, Geographic Solutions, Inc. The PARTNERS provide this information as a public service. With respect to information available from this site, the PARTNERS make 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:** EFM 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 EFM versions, shall be subject to these Terms. You are responsible for all equipment necessary to access this service.
2. **Definitions:** The following are definitions of terms 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, and includes requesting high volumes of referrals with the intent of building applicant files with no current vacancy.
  - B. "Pyramid Schemes" promise consumers or investors large profits based primarily on recruiting others to join their program, not based on profits from any real investment of real sale of goods to the public.
  - C. "Content" includes all text, graphics, design and programming used on the website.
  - D. "Design" includes the color combinations and the page layout of the website.
  - E. "Employer" means a person or entity that is accessing the EFM website to post a job or for any reason related to the purpose of seeking candidates for employment.
  - F. "Graphics" includes all logos, buttons, and other graphical elements on the website.
  - G. The "EFM website" includes [www.employflorida.com](http://www.employflorida.com) in its entirety and includes its content, text, graphics, design, programming and services as applicable.
  - H. "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.
  - I. "Materials" refers to any posting to the website.

- J. "Programming" includes both client-side code (HTML, JavaScript, etc.) and server-side code (Active Server Pages, VBScript, databases, etc.) used on the website.
  - K. "Services" means any services provided by any of the regional workforce board one-stop centers or EFM.
  - L. "Text" includes all text on every page of the website, whether editorial, navigational, or instructional.
  - M. "Third Party" includes a person or entity not directly specified in this Agreement.
  - N. "User" refers to any individual or entity who uses any aspect of the website.
  - O. "You" and "your" 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 EFM 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 stated context of the PARTNERS intended and acceptable use of the website. The PARTNERS are the sole interpreters of the EFM website's intended and acceptable use.
  4. **Employer's Rights to Use:** The PARTNERS hereby grant you a limited, terminable, non-exclusive right to access and use the EFM website only for your internal business use in seeking candidates for employment. This authorizes you to view and download a single copy of the material on the EFM website solely for your use directly related to searching for and recruiting job prospects. Your use of the EFM website is a privilege. The PARTNERS reserve the right to suspend or terminate your access and use at any time if the PARTNERS determine that you are in breach of any of these Terms.
  5. **Job Seeker's Rights to Use:** The PARTNERS hereby grant you a non-exclusive, limited, terminable, right to access and use the EFM website only for your personal use in seeking employment opportunities for yourself. This authorizes you to view and download a single copy of the material on the EFM website solely for your personal, noncommercial use. Your use of the EFM website is a privilege. The PARTNERS reserve the right to suspend or terminate your access and use at any time if the PARTNERS determine that you are in breach of any of these Terms.
  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 EFM website for any purpose or in any manner that is prohibited by these Terms or by applicable law. It is your responsibility to ensure that your use of the EFM website complies with these Terms.
  7. **Rules for Posting, Conduct and Security:** You agree to comply with the PARTNERS' rules for posting, conduct and security on its website. The PARTNERS are the sole interpreter of these rules. Users who violate these rules may have their access and use of the EFM website suspended or terminated, at the PARTNERS' discretion. The PARTNERS reserve the right to change these rules in accordance with the amendment policy in the Terms. Said rules on posting, conduct and security are as follows:
    1. **General:** The EFM Helpdesk contact information is listed on the EFM website. The PARTNERS make no claim that the Content 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 EFM website. If you access EFM 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 are governed by the internal substantive laws of the State of Florida. Jurisdiction for any claims arising under these Terms shall lie exclusively with the State or federal courts in the State of Florida. You and the PARTNERS' sole relationship is that of independent contractors. If any provision of these Terms 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, which shall remain in full force and effect. All provisions of these Terms shall survive termination except those granting access to or use of the website, and you shall cease all your use and access thereof immediately. You may not assign or transfer your obligations under these Terms. Except as expressly provided by the PARTNERS in a particular "Legal Notice," software license or material on particular web pages of the EFM website, these Terms constitute the entire agreement between you and the PARTNERS.

2. **Posting Rules:** To preserve the integrity of the system and protect customer information, please review and check each of the following items regarding your materials posted to this website. Refusal to comply with any item below may result in termination of your use of this website.

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

- links to any website(s) other than your own; in the case of third party agents posting on behalf of an employer, links to any website(s) must be directly linked to the employer's site;
- expired or outdated job vacancies or accompanying application links;
- 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 embarrassing or offensive to another person or entity;
- express or implicit requests for personal services involving sexual or illegal activities;
- jobs that pay by commission only, unless minimum wage is guaranteed in accordance with federal or state law, or the employer is exempt from minimum wage per the Fair Labor Standards Act (FLSA); please see <http://www.dol.gov/compliance/laws/comps-flsa.htm>;
- jobs that do not pay at least the Florida minimum wage, unless exempt per the FLSA; please see exemptions at <http://www.dol.gov/elaws/esa/flsa/screen75.asp>.
- 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 (a Spanish version is available, and translation of text into various languages is built into EFM);
- any discriminatory language. Employers must provide equal employment opportunities without regard to race, color, religion, gender, age, national origin or disability in compliance with federal and State laws including:
  - o The Civil Rights Act of 1964, as amended;
  - o Age Discrimination Act of 1975, as amended;
  - o Age Discrimination in Employment Act of 1967
  - o Rehabilitation Act of 1973, as amended;
  - o Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
  - o Americans with Disabilities Act of 1990, as amended;
  - o The Wagner-Peyser Act, as amended;
  - o Workforce Investment Act of 1998; and
  - o Any other law as applicable.

B. 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.

C.  Your material(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.

D.  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 application information are prohibited.

- E.  Job postings must be individual openings for traditional, W-2 or 1099 employees. Volunteer and internship positions may also be posted, but may be required to meet wage standards as defined by the FLSA.
- F.  Job postings must display at least the federal or state minimum wage on the job order unless exempt per the FLSA.
- G.  Frequently closing and posting new job orders for the same positions with the same company, when multiple positions do not exist, is strictly prohibited. Engaging in this type of behavior may result in termination of your access.
- H. The PARTNERS will take reasonable care to ensure the quality of its website. To that end, PARTNERS verify the *bona fides* of the employer and the job postings. If PARTNERS are not able to complete this verification, PARTNERS will remove or disable the postings and may revoke the employer's access to EFM.
- I. One-Stop Career Center staff may contact the local hiring authority on all job orders to verify the authenticity of the job order. If verification cannot be established with the hiring entity, the job order may be removed from the system.
- J. If at any time the PARTNERS determine that you misrepresented your business practices and/or services, the PARTNERS may terminate your use privileges immediately.
- K. Third party agents posting on behalf of employers must:
  - i. Obtain the employer's consent to post job orders on EFM prior to registering an account;
  - ii. Register the account in the employer's name;
  - iii. Use the employer's FEIN and mailing address;
  - iv. List the third party's contact information as the primary contact and the employer's contact information as the secondary contact;
  - v. Only post job orders for current open and available positions; and
  - vi. May only provide links to the employer's website where jobseekers may submit application information.

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

**3. Conduct Rules:**

- A. 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 an employer's business are prohibited.
- B. You may not send unsolicited commercial email to users.
- C. Report inappropriate postings or conduct to the EFM Helpdesk at [deohelpmailbox@deo.myflorida.com](mailto:deohelpmailbox@deo.myflorida.com).

- D. You may not delete or revise any material posted by any other person or entity. The PARTNERS may monitor the conduct of its users and will investigate and respond when violations are reported.

#### 4. Security Rules:

- A. Users are prohibited from engaging in any activity which may compromise the security of the EFM website, including, without limitation:
  - i. accessing data not intended for such user or logging into a server or account which the user is not authorized to access;
  - ii. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
  - iii. 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";
  - iv. sending unsolicited e-mail, including promotions and/or advertising of products or services.
- B. Violation of these Security Rules may result in civil or criminal liability. The PARTNERS will investigate suspected violations and cooperate with law enforcement authorities in prosecuting users involved in such violations.

**User Information:** The [Privacy Policy](#) posted on the EFM website is incorporated in this Agreement by reference.

**Notices and Questions:** Questions concerning the use of the website should be directed to the EFM Helpdesk at [deohelpmailbox@deo.myflorida.com](mailto:deohelpmailbox@deo.myflorida.com).

**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, please [contact the nearest one-stop center](#) rather than post it directly on EFM. Your local one-stop center representative can assist you in listing your job order and recruiting applicants.

**Alien Labor Certification (ALC) "PERM" Job Order Entry:** Please [contact the nearest one-stop center](#) to advise staff that a "Perm" job order has been posted so that staff may code the job order as an ALC order to avoid any possibility of the job order being closed prior to the 30-day requirement.

**H2-A Certification for Temporary Agricultural Workers:** The [Florida Department of Economic Opportunity's Alien Labor Certification](#) unit accepts and processes employer ETA 790 Agricultural and Food Processing Clearance Order applications and posts all H2A job orders into the state's job bank. Employers should contact the Alien Labor Certification unit for information and assistance with the H-2A program to include job order entry.

**H2-B Certification for Temporary Non-Agricultural Workers:** Employers must submit H-2B program applications to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, Chicago National Processing Center. Florida employers can post their job orders in EFM, but must notify the [One-Stop Career Center](#) in the area of intended

employment when a job order is posted. The job order must state that it is filed in connection with a future application for H-2b workers. Upon requests from employers, the Florida Department of Economic Opportunity posts job orders into EFM in the area of intended employment for a period of not less than ten (10) full calendar days.