



## StaffingScore Terms of Use

The Terms of Use are a User Agreement that governs access to and use of the StaffingScore website features including profiles, ratings/scores, resumes and other informative details about specific contractor/temporary personnel. These Terms of Use were last updated on November 14, 2024, and replace all prior Terms of Use.

StaffingScore does not provide temporary staffing advice but offers information on contractors /temporary staff to help users make informed choices to maintain and identify key personnel. In order to provide this level of assessment, the StaffingScore website includes profiles, objective and subjective rating reviews, feedback and comments. StaffingScore also provides a means for contractors to showcase their performance, but StaffingScore does not guarantee accuracy of the information provided within the contractors' profiles/reports. You assume all responsibility in connection with choosing a contractor/staffing personnel, whether or not you obtained information about such contractor/staff personnel on or through this site. StaffingScore assumes no responsibility or liability for any personnel selected by you.

### DEFINITIONS

1. Content: Text, content submitted by users such as Performance Evaluations, resume/profile information, comments.
2. User: Someone accessing, browsing, or in any way using the site. The terms "you" or "your" refer to you as the user of the site.
3. StaffingScore: The terms of "we", "us" or "our" refer to StaffingScore. "StaffingScore" implies the corporation/entity owning the rights to the StaffingScore brand and services offering.

### USER AGREEMENT/CODE OF CONDUCT

Please read this agreement carefully before selecting the "I Agree" button associated with this User Agreement. By clicking on the "I Agree" button, or by accessing, browsing or using any of the StaffingScore content you agree to the following:

1. You agree to be bound by all of the Terms of Use in this User Agreement.
2. Use of the StaffingScore website is based on the user who is registered or completing a Performance Evaluation as a non-registered user and reflects content provided by the user. The user alone assumes responsibility for content provided by the user; content does not reflect the opinions or provide information on behalf of any company, corporation, organization or entity that the user may currently work for, or has worked for in the past. The user alone agrees to and is bound by this User Agreement and not any company, corporation, organization or entity the user may currently be associated with or has been associated with in the past.

3. You are at least 18 years old and have the requisite power and authority to enter into these Terms. You may not use the site if you have been banned previously from using the site. You fully understand and agree that this User Agreement is the legal equivalent of a signed, written contract between you and StaffingScore.
4. The site may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.
5. Your use of the site is at your own risk. StaffingScore does not guarantee any information provided within the site.
6. You will submit honest and accurate Performance Evaluations of the Contractor/Temporary Personnel's performance based on your own first-hand professionally related experience with the individual reviewed.
7. You must have worked with the Contractor/Temporary Personnel within the context of a professional relationship and/or team in order to submit a Performance Evaluation.
8. You will not submit Performance Evaluations that comment on the Performance Evaluations submitted by other users.
9. You will not submit any Performance Evaluations that may be considered by StaffingScore to be unlawful, harassing, abusive, libelous, threatening, hateful, defamatory, or profane including anything that is racially, culturally, ethnically or otherwise objectionable.
10. You will not submit Performance Evaluations that are encrypted or that contain viruses or other computer programming routines that are intended to interfere, damage, disable or otherwise overburden the StaffingScore website.
11. You will not attempt to mislead others by falsifying contact information or impersonating or attempting to impersonate any other person.
12. StaffingScore has the right to suspend, remove and inactivate your account or any portion of your account including Performance Evaluations submitted and/or ban your registration if you violate the User Agreement or impose unreasonable/ disproportionate large load on our infrastructure by repeatedly posting unprofessional or irrelevant content.

The Performance Evaluations and ratings provided by users do not reflect the views of StaffingScore, its affiliates, owners, officers or employees. StaffingScore retains the right, in its sole discretion to determine whether or not your uses of the services provided by the site are compliant with the terms and conditions of this Agreement. StaffingScore may suspend or terminate use of the services if your use of these services fails to comply with any of the terms of this Agreement. StaffingScore may seek any and all other remedies including seeking injunctive relief with any court competent jurisdiction to enjoin any breach or failure compliant with this Agreement.

## **PASSWORDS**

If you elect to register on the StaffingScore site, you must choose a password during the site registration process. By this registration, you represent, warrant and covenant that 1.) You are at least 18 years of age; 2.) This is your actual identity; 3.) The information which has been provided is true and accurate

about yourself. Your information may be updated at any time by logging into “My Account” and choosing “Manage My Account”.

Logging in the site using a password, represents that you are the authorized user of this password. You are responsible for maintaining the confidentiality of your password. You further agree that you are solely responsible for all activities that occur using your password. If you become aware of any unauthorized use of a password, please notify us immediately. We reserve the right to delete or change any password at any time with or without cause.

## **CONTENT**

You are responsible for the content which you provided. You assume all risks associated with your content. You may not imply that your content is endorsed by StaffingScore. If your content contains information that is false, intentionally misleading, defamatory, including hate speech or pornography, violates or advocates the violation of any law or regulation; you may expose yourself to liability. StaffingScore does not guarantee the accuracy, integrity or appropriateness of any content transmitted to or through our services. You agree that StaffingScore simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of content to enhance and facilitate the staffing selection process. You agree that you must evaluate and make staffing decisions based on your own judgment. You further agree that StaffingScore has no obligation to screen, preview, monitor or approve any content posted or submitted. However, we reserve the right to review and remove any content that, in its sole judgment, violates this Agreement.

We reserve the right to use your content as we deem is necessary, including copying, publicly performing and displaying, reproducing, distributing, modifying, translating, removing, analyzing, commercializing and preparing derivative works from the content. You irrevocably waive, and cause to be waived, against StaffingScore and its users any claims and assertions of moral rights or attribution with respect to your content. StaffingScore disclaims any liability related to the content of any submissions or postings.

## **PRIVACY POLICY**

We consider our user’s personal data to be important; therefore, we have established a Privacy Policy. The Privacy Policy identifies the data that will be collected and how this data will be used in the system. Please refer to it for details. To view the most current version of the Privacy Policy, please select the Privacy Policy Link displayed on the StaffingScore.com webpage.

## **CHANGES TO THE TERMS OF USE**

StaffingScore reserves the right to update the Terms of Use Agreement periodically at our sole discretion. It is your responsibility to review the Agreement for any modifications each time that you use the services of the site as you are bound by these modifications. Use of the site services by you constitutes your acceptance of the latest Terms of Use Agreement.

## **COMPLAINT RESOLUTION**

The StaffingScore Complaint Resolution Process is not a legal entity. You have the option to participate in our complaint resolution process by submitting your complaint request to [complaints@staffingscore.com](mailto:complaints@staffingscore.com). Your complaint will be reviewed by the Complaint Resolution Team. The Complaint Resolution team will contact you to acquire any additional information required to investigate the issue. You are required to provide the requested information in a timely manner. Not responding to a request for additional information may result in rejection of the complaint. We reserve the right to reject your complaint at any time in the process. StaffingScore does not guarantee that submitting your complaint to StaffingScore will guarantee a positive outcome or your desired resolution.

StaffingScore does not become a party to your dispute with a contractor or a past employer. We are neither a mediator nor an arbitrator and we will not provide legal advice or assistance.

## **INTELLECTUAL PROPERTY**

All rights, titles and interest in and to the content, including without limitation the graphical user interface display and format arrangement provided by StaffingScore Reports, and the content and all intellectual property rights embodied therein, are the property of StaffingScore. This includes any of the content that may be stored or displayed by StaffingScore on other media or servers. StaffingScore and the content contained and referenced are for informational purposes only. Requests for permission to reproduce any of the content may be made by sending an email to [support@staffingscore.com](mailto:support@staffingscore.com) or writing to the address provided in the Contact Section of this Agreement.

## **USE OF STAFFINGSCORE SERVICES**

Use of the StaffingScore website is to provide contractors and employers a forum for identifying, rating and providing information to facilitate the process of accessing and maintaining highly skilled key temporary resources. The information is contained in results, or through content created by people over whom StaffingScore has no control. You agree that that we have no control for the content of the contractor ratings, profiles or information provided. We cannot confirm that users or contractors are who they claim to be. StaffingScore assumes not responsibility and disclaims all liability for the content, accuracy, completeness, reliability or availability of any contractor listed.

## **WARRANTIES/DISCLAIMERS AND LIMITATIONS ON LIABILITY**

It is agreed that the provided services are on an “as is” basis. StaffingScore assumes no responsibility or liability for timeliness, deletion of content or failure by the services. You release each of the parties from any and all damage you may suffer as a result of the failure of StaffingScore to provide services to you under this agreement or any breach of this agreement by StaffingScore.

StaffingScore shall under no circumstances, be liable to any user on account of that users use or misuse of or reliance on the website, arising from any claim relating to this agreement. StaffingScore shall not be held liable for any delay or failure in performance.

## **INDEMNITY**

You will defend, indemnify and hold harmless StaffingScore, its officers, managers, owners, any third parties and employees from and against all losses, liabilities, expenses, damages, claims demands and cost including reasonable attorney's fees and court costs due to or arising from 1.) Any violation of this Agreement; 2.) The inaccurate or untruthful content or other information provided by you to StaffingScore that you submitted, transmitted or made available through the services; 3.) The inaccurate or untruthful content or other information provided by others to StaffingScore that you accessed through the services; 4.) Any intentional or willful violation of any rights or harm you may have caused to others; 5.) Your use of this Site, any Site Materials, or any services obtained on or through this Site; 6.) Any intentional or willful violation of any rights or harm others using this site may have caused to you or 7.) Any decisions/actions you make based on information obtained on or though this Site.

## **RELEASE FOR FORCE MAJEURE**

You will absolve and release StaffingScore and its officers, directors, shareholders, employees, customers and suppliers from any claim of harm resulting from any issues over which StaffingScore does not have direct control. This would include, but is not limited to, failures of the following: electronic issues, mechanical equipment, communication lines, interconnectivity issues, computer viruses, unauthorized access, theft, operator errors, or any government restrictions.

## **JURISDICTION/COMPLIANCE WITH LAWS**

This Agreement and any dispute arising out of or in connection with this Agreement will be governed as to all matters, including, but not limited to the validity and performance of the Agreement, by and under the laws of the State of Florida, United States of America. Any and all actions, lawsuits or other legal proceedings related to such Dispute shall be filed only in the federal or state courts located in Miami-Dade County. Each of the Parties hereby consent to the exclusive personal jurisdiction of the federal or state courts located in Miami-Dade County, Florida, USA.

## **TERMINATION**

The Terms of Use Agreement becomes effective at the time you click "I Agree" or access, use or browse the StaffingScore Site or any Site Materials. We reserve the right, at any time without notice to terminate your use. Termination will deny you access to the site and/or site materials. Upon termination of this Agreement, you agree that all services granted to you will immediately and automatically terminate. You will no longer have access to use and/ or browse the site, site materials or any portion thereof.

## **QUESTIONS – CONTACT US**

Questions, requests or concerns regarding the Terms of Use Agreement or StaffingScore services should be sent by mail or email to:

Attn: StaffingScore Support  
7205 Corporate Center Drive Suite 504  
Miami, FL 33126  
Phone: 1-305-264-4442  
E-mail: [support@staffingscore.com](mailto:support@staffingscore.com)