

GLISS TERMS OF USE –

These Terms of Use are effective as of 08/01/2024.

1. GENERAL

These Terms of Use (“**Terms**”) are a binding legal agreement between you (“**You**,” “**Your**” or “**User**”) and GLISS that govern your use of this website and any of its functionality (collectively, this “**Website**”). These Terms may be amended or supplemented from time to time in GLISS’ sole discretion. When used in these Terms, “GLISS,” “we,” “us” or “our” refers to General Labor & Industrial Staffing Solutions, LLC and includes its successors and any person to whom GLISS rights or obligations have been assigned by GLISS. By using this Website, you acknowledge that you are a human person of legal age with the legal capacity to enter into a contract and agree to comply with all provisions of these Terms.

THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW DISPUTES BETWEEN YOU AND GLISS ARE RESOLVED. IT ALSO INCLUDES AN AGREEMENT TO ARBITRATE THAT WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST GLISS OR ITS AGENTS TO BINDING AND FINAL ARBITRATION. BY ACCESSING OR USING THE SERVICES, YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS OR RELIEF AGAINST GLISS OR ITS AGENTS AS AN INDIVIDUAL PLAINTIFF (AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PROCEEDING).

2. ABOUT GLISS

GLISS provides staffing and employment services to clients and job seekers. Our services include job placement, resume assistance and career counseling. We do not guarantee employment or specific job placements.

3. USING THIS WEBSITE

By using or accessing this Website, you warrant and represent that you will comply with these Terms, all GLISS policies and all applicable rules, regulations and laws (collectively, “**Applicable Laws**”). You will not:

- use this Website if you do not have the capacity to enter into a legally binding contract (including if you are not at least 18 years old) or are otherwise prohibited from using this Website by Applicable Laws;
- violate or circumvent, attempt to violate or circumvent, or cause any third party to violate or circumvent any Applicable Laws, or third-party rights;
- provide to GLISS, via its website or otherwise, any unlawful, offensive, threatening, libelous, defamatory or otherwise objectionable information, or information in violation of these Terms or our policies;
- interfere or attempt to interfere with the operation of our website;
- alter, reproduce, adapt, distribute, display, publish, translate, reverse engineer, decompile or disassemble any aspect of our website, or otherwise attempt to derive source code or other trade secrets therein;
- introduce any viruses, Trojan horses, worms, logic bombs or other material to our website that is malicious or technologically harmful;
- use any illustrations, photographs, video or audio sequences, or any graphics we provide you access to separately from the accompanying text;
- provide false, inaccurate or misleading information to GLISS;
- share your Account credentials with any third party without our consent; or
- refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;

If we believe that you have failed to comply with these Terms in any way, we may, without limiting any other remedies and in our sole discretion, restrict, suspend or permanently disable your access to and/or use of this Website.

4. ACCOUNTS

To use this Website to receive our services, you must create an account on our website (an “**Account**”) by choosing a username and password, and providing other information which may include your legal name, email address, last four digits of your social security number, zip code, resume and any other information that we may reasonably require. Users will access their Account by entering their username or email address and password. The Account is unique to you and may not be transferred. Users agree to maintain the confidentiality of their Account username, password and any other Account information, and immediately notify us of any unauthorized use of their Account.

GLISS may use reasonable efforts to verify the identity of Users and information provided by Users to GLISS, including the use of third-party services to verify such information. Verification of User information may include the use of electronic communications sent to the User’s mobile phone number or email address. By creating an Account, you consent to (i) GLISS’s use of such third-party service providers to verify User information and (ii) receiving electronic communications for the purpose of verifying your User information. GLISS is not responsible for the accuracy of information it receives from Users. GLISS reserves the right to request additional information to corroborate any information provided by Users, and limit, suspend and/or permanently disable access to this Website for Users whose information cannot be verified.

5. INFORMATION YOU PROVIDE GLISS

You agree that all information you provide us to create an Account or use this Website is subject to our [Privacy Policy](#).

6. THIRD-PARTY SITES AND HYPERLINKS

We are not responsible for the content of any other website provided by any third party (“**Third-Party Sites**”), including any website through which you may have gained access to this Website or to which you may gain access from this Website. We do not accept any liability in connection with any such Third-Party Sites.

Where we provide a hyperlink to a Third-Party Site, we do so because we believe in good faith that such a website contains or may contain material that is relevant to that on our Website. Such a hyperlink does not signify that we have reviewed or approved the connected Third-Party Site or its contents.

Please review carefully the policies and practices of any Third-Party Sites and make sure you understand them before you engage in any transaction involving them. GLISS is not a party to those agreements; they are solely between you and the Third-Party Site. Complaints, claims, concerns, or questions regarding third-party products and services should be directed to the applicable Third-Party Site.

7. INTELLECTUAL PROPERTY

By using this Website, you grant GLISS a perpetual, irrevocable, worldwide, sublicensable, assignable, transferable, royalty-free license to use your name and any other non-personal information you provide us to promote your availability as a candidate for employment, promote any job postings you post and promote our services, generally, by any means and through any medium.

All title and intellectual property rights in and to this Website, GLISS’s data, technology, name, logos, trademarks, service marks and any materials provided or made accessible to you by GLISS (collectively, “**GLISS IP**”), as between you and GLISS, is owned exclusively by, or licensed to, GLISS. Except as expressly set forth in these Terms, no ownership, license or other rights in or to GLISS IP is granted to you, and all such licenses and rights are hereby expressly reserved for GLISS, and your rights and licenses with respect to GLISS IP will terminate concurrently with termination of your Account. You may not reproduce, distribute, modify or create derivative works of our content without our prior written consent.

We do not own, control or have any responsibility or liability for any third-party software applications a User might choose to use on our website and/or in connection with this Website.

8. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

OUR SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND. To the extent permitted by Applicable Laws, we exclude all express or implied warranties, including warranties of merchantability, fitness for a particular purpose and non-infringement. GLISS shall not be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, data processing failures, telephone interconnect problems, utility failures or problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war or to other like causes beyond our reasonable control. GLISS shall have no responsibility to provide access to this Website while this Website is being interrupted.

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, (I) IN NO EVENT WILL GLISS BE LIABLE TO YOU FOR ANY DAMAGES, WHETHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOSS OF GOODWILL OR PROFITS, OR OTHER INTANGIBLE LOSSES); INCLUDING THOSE ARISING FROM THE CONDUCT OF OTHER USERS OR THIRD PARTIES.

To the extent that the foregoing disclaimers and limitations of liability in this Section 8 are not permitted by Applicable Laws, they will not apply to you.

9. INDEMNIFICATION

You will indemnify and hold harmless GLISS and its affiliates, and the members, shareholders, partners, managers, officers, directors, employees, attorneys, insurers, agents and representatives of each of the foregoing, and their successors and assigns (collectively, the “**Related Parties**”), from and against any third-party claims, damage, liabilities, losses, costs and expenses, including outside attorneys’ fees and costs, (collectively, “**Claims**”) arising out of, or in connection with, (i) your breach or alleged breach of these Terms; (ii) your violation of Applicable Laws or (iii) your acts or omissions.

If GLISS is served with a demand or subpoena in connection with a Claim between you and a third party, GLISS will reasonably cooperate with such demand or subpoena and assist with the investigation, prosecution and/or defense of any such Claim as reasonably requested by you, in each case, at your sole cost and expense (including for time incurred to comply and/or assist and costs).

10. TERMINATION

GLISS or you may, at any time, terminate these Terms upon prior written notice to the other party. Such termination will result in the disablement of your Account and access to this Website, provided that GLISS may maintain your Account after such notice of termination is delivered to ensure fulfillment of any such obligations or any other reason reasonably determined by GLISS in its sole discretion.

11. DISPUTE RESOLUTION

These Terms will be interpreted and construed in accordance with the laws of the State of Oregon without regard to conflict of law principles that would require the application of the laws of another jurisdiction.

Agreement to Arbitrate: Any claim or dispute between you and GLISS relating to these Terms (other than one in which injunctive relief is sought or this Agreement to Arbitrate is found by a court not to apply) will be settled by arbitration to be held in Portland, Oregon, administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules. TO THE FULLEST EXTENT POSSIBLE, EACH PARTY WAIVES IN FULL THE RIGHT TO A TRIAL BY JURY IN REGARD TO ANY DISPUTES, CLAIMS, CAUSES OF ACTION, OBLIGATIONS, DAMAGES, COMPLAINTS, LITIGATION OR ANY MATTER WHATSOEVER AND OF ANY TYPE OR NATURE, WHETHER IN CONTRACT, TORT OR OTHERWISE, THAT THE PARTY MAY HAVE NOW OR IN THE FUTURE RELATING TO THESE

TERMS. However, nothing herein will in any way limit either party's statutory rights and/or remedies, all of which are reserved and may be alleged in the arbitration process. The substantially prevailing party in any claim or dispute will be entitled to recover all costs, including its reasonable outside attorneys' fees and costs, incurred in connection with such claim or dispute. Except as expressly provided herein, the remedies of the parties hereunder are non-exclusive and are in addition to any other rights and remedies provided by law.

IF YOU ARE A NEW USER OF THIS WEBSITE, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE ("OPT-OUT") BY MAILING US A WRITTEN OPT-OUT NOTICE ("OPT-OUT NOTICE"). THE OPT-OUT NOTICE MUST BE POSTMARKED NO LATER THAN 30 DAYS AFTER YOU ACCESS THE SERVICES FOR THE FIRST TIME. YOU MUST MAIL THE OPT-OUT NOTICE TO 10998 SW 68TH PARKWAY TIGARD OR 97223.

If you opt-out of the Agreement to Arbitrate, or if the Agreement to Arbitrate is found not to apply to your claim or dispute, you agree that any claim or dispute between you and GLISS will be resolved exclusively by a state or federal court located in Portland, Oregon. You and GLISS agree to submit exclusively to the personal jurisdiction of the courts located in Portland, Oregon for purposes of litigating all such claims or disputes other than claims or disputes arising under the Agreement to Arbitrate.

You acknowledge that your breach of your obligations with respect to GLISS IP will cause GLISS and/or its Related Parties substantial and irreparable harm, the amount of which may be difficult to measure, and therefore, in the event of any such breach, in addition to such other remedies that may be available, GLISS will have the right to injunctive relief, without posting bond or other security therefor or demonstrating irreparable harm. You agree that there is no adequate remedy at law for your breach of your obligations with respect to GLISS IP or Confidential Information and hereby waive as a defense to injunctive relief that there is an adequate remedy at law.

12. GENERAL PROVISIONS

You agree that you are the owner of the phone numbers and email addresses (and any other relevant device or account) you have registered to your Account, and you agree that you will notify us immediately if you change your phone number or email address that is registered to your Account.

GLISS reserves the right to modify, amend or update the Terms at any time in its sole discretion. Modifications will be posted on this Website and will become effective on the day immediately following the day of posting. GLISS will communicate such modifications to Users through the publication of an amended version of the Terms on this Website. Any User who does not agree with the modifications made may immediately request the cancellation of the Account and must refrain from using this Website. In the event that any User continues to use this Website, such User will be deemed to have accepted the modified, amended or updated Terms.

In the event that any provision of these Terms is declared void or unenforceable by any court of competent jurisdiction, such declaration will have no effect on the remaining provisions of these Terms. Such void or unenforceable provision will be replaced with a valid and enforceable provision that comes as close as possible to the desired economic effect of such void or unenforceable provision.

These Terms, the GLISS [Privacy Policy](#), any other agreements you enter into with GLISS and any other GLISS policies to which you are bound (by use of this Website or otherwise) represent the entire agreement between you and GLISS with respect to your use of this Website and any other services provided by GLISS, and supersede any prior, parallel, oral or written proposals or representations between you and GLISS. To the extent that any other agreements you enter into with GLISS and/or any other GLISS policies to which you are bound conflict with these Terms, these Terms will apply and supersede unless expressly agreed upon by GLISS in writing.

All provisions that by their nature will remain in effect following termination of these Terms, will do so following termination of these Terms. The waiver of any specific provision by GLISS, or the failure to act or take action against you in the event of your breach of these Terms, will not be deemed as a waiver of such

breach, or a consent, acquiescence or waiver of any later breach or provision, whether of the same or of a different character.

As used in these Terms, the words “include” and “including,” and variations thereof will not be deemed to be terms of limitation, but instead will be deemed to be followed by the words “without limitation.” Whenever the singular number is used in these Terms and when required by the context, the same will include the plural and vice versa.

You may not assign, transfer, delegate or dispose of the rights or obligations under these Terms, in whole or in part, without GLISS’s prior written consent. GLISS may freely assign, transfer, delegate or dispose of its rights or obligations under these Terms without your prior written consent.

These Terms will bind and inure to the benefit of the parties and their permitted successors and permitted assigns. Nothing expressed or referred to in these Terms will be construed to give any person or entity other than the Parties and, to the extent set forth herein, their respective permitted successors and permitted assigns) any legal or equitable right, remedy, or claim under or concerning these Terms or any provision hereof.

User’s acceptance of these Terms and any use of this Website by User does not create, and will not be construed to create, any partnership, joint venture, employment, agency, distributorship, franchise or agency relationship between the User and GLISS.

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

13. ELECTRONIC COMMUNICATIONS NOTICE

When you use this Website or send us emails, you are communicating with us electronically. You consent to receive communications from us electronically. We may communicate with you by email or posting notices on the applicable portions of this Website and may update your information for notice purposes by logging in to your Account. You agree that all agreements and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. If you wish to withdraw your consent for us to communicate with you electronically, you must terminate your Account (if any) and you may not use this Website.

14. CUSTOMER SERVICE

If you have any questions about these Terms, or if you need help with this website, please contact us at HR@General-Lbr.com.