



Terms and Conditions

Overview

These Terms and Conditions (“Terms and Conditions” or “Agreement”) are a legal agreement between you and the State of Oklahoma by and through the Office of Management and Enterprise Services (“OMES,” “us,” or “we”) governing your use of our websites (“Websites”).

Site Use Information

OMES may collect technical information relating to each time a visitor comes to our Websites, including the IP address of visitors to our Websites. Such information is considered personal information under this Terms and Conditions. We may also collect information about your use of our Websites, including number of visits, average time spent on the Websites, pages viewed, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call us. Gathering this information helps us to improve the content we offer. You do not have to register with our Websites before we can collect this information. We may share with third parties this information or other data on an aggregated basis without the use of any information that personally identifies you.

Disclosing Information to Third Parties

OMES is a state agency and subject to the Oklahoma Open Records Act and you acknowledge you’re your information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section.

Security

We use technology designed to encrypt the transmission of data to us through our Websites. In addition, we take steps to protect all user data we collect against any unauthorized access. However, you should keep in mind that the Websites are run on software, hardware and networks, any component of which may, from time to time, require maintenance or experience problems or breaches of security beyond our control. While we take steps to protect your personal information and keep it secure, you also play a role in protecting your information. You must maintain the security of your online transactions by not sharing your passwords and account information with any unauthorized parties.

Please also be aware that despite our best intentions and the guidelines outlined in these Terms and Conditions, no data transmission over the Internet or encryption method can be guaranteed to be 100 percent secure. OMES cannot guarantee the security of any information you transmit to us or from our Websites, and therefore, you use our Websites at your own risk.

Authorized Use

While using a Website, you are required to comply with all applicable statutes, orders, regulations, rules, and other laws. You may not use a Website for any fraudulent or unlawful purpose, and you may not take any action to interfere with a Website or any other user's use of a Website. In addition, we expect users of

the Websites to respect the rights and dignity of others. By way of example and not of limitation, you may not (and you expressly agree that you will not) do any of the following, which violate this Agreement:

1. Post, upload, share, transmit, distribute, facilitate distribution of or otherwise make available to or through a Website any unlawful, infringing, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar or otherwise objectionable material of any kind, including unauthorized or unsolicited advertising;
2. Reproduce, duplicate or copy any portion of a Website, except as authorized by this Agreement;
3. Sell, resell or otherwise exploit for any commercial purposes, the use of or access to a Website or any portion thereof without the prior written consent of OMES;
4. Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with a Website, or express or imply that we endorse any statement you make;
5. Remove any copyright, trademark, or other proprietary rights notice from the Websites or materials originating from the Websites;
6. Violate or attempt to violate the security of a Website;
7. Disseminate on a Website any viruses, worms, spyware, adware or other malicious computer code, file or program that is harmful, invasive or may or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;
8. Use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on a Website or to collect any information from a Website or any other user of a Website; or
9. Assist or permit any persons in violating this Agreement or applicable statutes, orders, regulations, rules, and other laws governing the use of the Websites.
10. Intellectual Property Rights

User-Submitted Information

You are responsible for any Content you transmit through our Websites. You agree, represent and warrant that any Content you transmit through our Websites or to us is truthful, accurate, not misleading and offered in good faith, and that you have the right to transmit such Content. Per Title 260, Chapter 115, Section 3, Subsection 21(a), if you do provide “false, misleading, inaccurate, materially deficient or incomplete information” you will be suspended from contracting with the state. You shall not upload, post or otherwise make available on or through a Website any Content protected by copyright, trademark or other proprietary right of any third party without the express written permission of the owner of such right(s) or the authority to do so. You shall be solely liable for any damages resulting from any infringement of copyright, trademark or other proprietary rights, or any other harm resulting from such a submission.

Secure User Accounts

Certain portions of our Websites are accessible only to users who have been granted access and given login credentials (“Secure Users”). If you are a Secure User, you agree to accurately maintain and update any information about yourself and your account that you have provided to OMES.

You further agree that you are responsible for all activities that occur under your Secure User account. You are responsible for maintaining the confidentiality of your login credentials and you agree not to share your login credentials with any unauthorized parties. You also agree to notify us promptly of any unauthorized use of your login credentials or any other breach of security that you become aware of involving or relating to a Website by contacting us at <https://oklahoma.gov/omes/services/information-services/cybercommand/incident.html>.

OMES reserves the right to take any and all action, as it deems necessary or reasonable to maintain the security of the Websites and your account, including without limitation, terminating your account, changing your password or requesting information to authorize transactions on your account.

WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

Changes to the Websites

We may make improvements and/or changes to the Websites, add or remove features, or terminate a Website at any time without notice. We (a) reserve the right (but have no obligation) to change the Content or other offerings on the Website, at any time without any notice or liability to you or any other person; and (b) do not warrant that information on the Websites is accurate, complete, reliable, current or error-free. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

Termination

The Websites and this Agreement are in effect until terminated by OMES. In addition to any right or remedy that may be available to OMES under applicable law, and subject to regulatory requirements, OMES may suspend, limit or terminate all or a portion of your access to the Websites or any of their features at any time with or without notice and with or without cause, including without limitation, if OMES believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. The provisions of this Agreement concerning authorized use, intellectual property rights, user-submitted information, disclaimer of warranty, limitation of liability and indemnity, as well as any other provisions that by their nature should survive, shall survive any such termination.

You agree that if your use of the Websites is terminated pursuant to this Agreement, you will not attempt to use a Website under any name, real or assumed. You further agree that if you violate this restriction after your use of the Websites is terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefor. We reserve the right to have all violators prosecuted to the fullest extent of the law.

Disclaimer of Warranty

OMES DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, RELIABILITY OF, OR OTHERWISE RESPECTING THE CONTENT AVAILABLE ON THE WEBSITES OR ANY OTHER WEBSITES LINKED TO OR FROM THE WEBSITES. DOWNLOADING OR OTHERWISE OBTAINING ANY CONTENT THROUGH THE WEBSITES IS DONE AT YOUR OWN RISK. THE CONTENT OF THE WEBSITES IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, OMES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

Limitation of Liability

OMES AND EACH OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS (COLLECTIVELY, THE "RELEASEES") WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OF OR THE INABILITY

TO USE THE WEBSITES, THE WEBSITES' CONTENT OR LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES OR LINE FAILURES. THE RELEASEES SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY.

THE RELEASEES WILL ALSO NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RELEASEES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

Indemnity

You agree to indemnify and hold harmless OMES and its directors, officers, employees, agents and contractors from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (a) your breach of any provision of this Agreement; (b) your activities in connection with the Websites; or (c) unsolicited information you provide to OMES through the Websites.

Consent to Communication

If you provide us with a telephone number or email address, you expressly agree that we, or our authorized agents, can use that number or email address to contact you.

When you use the Websites or send emails to OMES, you are communicating with OMES electronically. You consent to receive electronically any communications related to your use of the Websites. We may communicate with you by email or by posting notices on the Websites. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from OMES intended for receipt by a user in connection with the Websites shall be deemed delivered and effective when sent to the email address provided by the user on or through the Websites.

Effect of Invalidity

In the event a court having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of this Agreement shall remain effective.

Waivers

No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

Choice of Law and Venue

You agree that any dispute in connection with the Websites, this Agreement or the Terms and Conditions will be governed by the laws of the State of Oklahoma. You also consent to the adjudication of any disputes arising in connection with the Websites, this Agreement, or the Terms and Conditions in the state courts located in Oklahoma County within the State of Oklahoma.

Contact

If you have questions about this Agreement, or if you have technical questions about the operation of the Websites, please contact us via email at cyberoperations@omes.ok.gov.