

## **CLIFF TOOLS TERMS OF SERVICE**

**By accessing or using the CLIFF Tools, you agree to be bound by the terms and conditions of these Terms of Use (this “Agreement”). The terms “FRBA,” “we,” “us,” or “our” mean Federal Reserve Bank of Atlanta, one of twelve Reserve Banks in the Federal Reserve System, whose principal office is located at 1000 Peachtree St. NE, Atlanta, GA 30309. The terms “Services” or “CLIFF Tools” means the software application known as the Career Ladder Identifier and Financial Forecaster (“CLIFF”) snapshot, dashboard and planner, and any updates or modifications to CLIFF.**

### **Your Compliance with this Agreement**

You acknowledge that this Agreement is supported by reasonable and valuable consideration, the receipt and adequacy of which is hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, your ability to visit, use and/or process information using our Services.

You represent that you have the capacity to be bound by this Agreement, or if you are acting on behalf of a company or other entity, you have the authority to bind such company or entity. To determine your compliance with this Agreement, we may monitor your access and use of our Services in accordance with our [Online Privacy Policy - Federal Reserve Bank of Atlanta \(atlantafed.org\)](https://atlantafed.org/online-privacy-policy)

### **Privacy**

The CLIFF Tools do not retain any of the information provided by users, including any personal information entered into the tools to generate analysis and reports. FRBA will have no access to the personal information you provide in using these tools. All information inputs are deleted immediately when you close the Tools in your web browser. If you wish to retain the results of any search or calculation you have performed using the CLIFF Tools, you must download the file and/or either print or separately save the report to your personal computer or device. The Tools are currently hosted on the Amazon Web Services (“AWS”) cloud and are protected by the information security provided by AWS for its cloud-based services. Because FRBA does not view, access, or store such information, FRBA takes no additional responsibility for the protection or security of information processed or results/reports generated by the CLIFF Tools.

### **Our Services are Not Intended for Minors**

Our Services are intended to be accessed and used only by adults and are not directed to minors. As stated in our [Online Privacy Policy - Federal Reserve Bank of Atlanta \(atlantafed.org\)](https://atlantafed.org/online-privacy-policy), we do not knowingly collect personal identifiable information from anyone under the age of 13 and you should not provide us with any information regarding any individual under the age of 13.

### **Your Access and Use of our Services**

You are only entitled to access and use our Services for lawful purposes and pursuant to the terms and conditions of this Agreement.

Your access and use of our Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of our Services or other actions that we, in our sole discretion, may elect to take. We reserve the right to

suspend or discontinue the availability of our Services and/or any portion or feature of our Services at any time in our sole discretion and without prior notice.

Any action by you that, in our sole discretion: (i) violates the terms and conditions of this Agreement; (ii) restricts, inhibits or prevents any access, use or enjoyment of our Services; or (iii) through the use of our Services, defames, abuses, harasses, offends or threatens, shall not be permitted, and may result in your loss of the right to access and use our Services. You shall not download, save, copy, modify, scrape, embed, or frame our Services without our prior written permission.

## **DISCLAIMER**

Through the Services, we provide a suite of tools through which you can obtain information relating to the effects that certain career decisions could have on the ability of your clients to receive government benefits. The information provided is not intended to be financial, career advice, or official eligibility determinations for public assistance programs. We do not recommend or endorse any particular financial decision or career choice as a result of, or in response to, the information outputs from our Services. We use reasonable efforts to maintain the accuracy of the Tool with regard to the availability of Federal and State benefits, however, we cannot guarantee perfect accuracy or that we have included all changes to Federal and State benefit rules as they occur in real time. Please contact us at [Cliff@atl.frb.org](mailto:Cliff@atl.frb.org) if you have a specific concern about inaccuracy of the Tool.

## **Our Intellectual Property Rights**

Our names, graphics, logos, page headers, button icons, scripts, and service names are our trademarks or trade dress in the United States and/or other countries (collectively, the “Proprietary Marks”). You may not use the Proprietary Marks without our prior written permission. We make no proprietary claim to any third-party names, trademarks or service marks appearing on or with our Services. Any third-party names, trademarks, and service marks are property of their respective owners.

The information, data, software, and content viewable on, contained in, or downloadable from our Services (collectively, the “Content”), including, without limitation, all text, graphics, charts, pictures, photographs, images, videos, line art, icons and renditions, are copyrighted by, or otherwise licensed to, us or our Content suppliers. We own all intellectual property rights in the information, data, software, and content viewable on or contained in our Services. You own all rights to the data you provide to the Tools and to the outputs included in any reports generated by you when using our Services. The CLIFF Tools do not maintain or store copies of reports generated by you when using our Services.

All software used on or within our Services (the “Software”) is our property or the property of our software vendors and is protected by United States and international copyright laws.

You are solely responsible for any damages resulting from your infringement of our or any third-party’s intellectual property rights regarding the Trademarks, the Content, the Software and/or any other harm incurred by us or our vendors as a direct or indirect, result of your use of our Content or Software for purposes that are contrary to the terms and conditions of this Agreement.

## **Your Use of the Content**

We grant you a limited license to access, print, download or otherwise make personal use of the Content and Software. You may not do any of the following with the Content or Software: download, modify; use

for any commercial purpose; make any sale, or rental of them without our express permission; decompile, reverse engineer, or disassemble them.

### **Access and Interference**

You agree that you will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor our Services or any portion of our Services or for any other purpose, without our prior written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your personal information) from our Services without our prior written permission and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of our Services or any activities conducted on our Services; or (iv) bypass any robot exclusion headers or other measures we may use to prevent or restrict access to our Services. Notwithstanding the foregoing, we grant the operators of public search engines permission to use spiders to copy materials from our Services for the sole purpose and solely to the extent necessary for creating publicly available search indices of the materials on our Services, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases. Except as expressly permitted in this Agreement, you shall not collect or harvest any personally identifiable information, including account names, from our Services. You shall not use any communication systems provided on our Services (such as Forums or email) for any commercial or solicitation purposes. You shall not solicit for commercial purposes any users of our Services without our prior written permission.

### **Your Responsibility for Equipment and Related Costs**

You are responsible for obtaining and maintaining all telephone, computer hardware, Internet access services and other equipment or services needed to access and use our Services, and all costs and fees associated with Internet access or long-distance charges incurred with regard to your access and use of our Services.

### **Third Party Links or Access**

There may be provided on our Services links or access to other websites or mediums belonging to our business partners, Service Providers, and other third parties. Such links and access do not constitute our endorsement of those third parties, nor the products or services of those third parties. We are not responsible for the activities or policies of those third parties. We are not responsible for examining or evaluating any third-party products or services and we do not warrant their offerings. We do not guarantee that the terms or rates offered by any business partner, Service Provider or other third party on or through our Services are the best terms or lowest rates available.

### **We Make No Representations or Warranties Regarding the Content**

THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES ARE PROVIDED TO YOU ON AN “AS-IS” AND “AS AVAILABLE” BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF OUR SERVICES OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR ASSOCIATED WITH OUR SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR SERVICES AND ALL PRODUCTS AND SERVICES INCLUDED ON OR ASSOCIATED WITH OUR SERVICES IS AT YOUR SOLE RISK.

WE DO NOT MAKE, AND EXPRESSLY DISCLAIM, ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, CORRECTNESS, OR COMPLETENESS OF THE CONTENT OR THE SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES, OR THE SAFETY, RELIABILITY, TITLE, TIMELINESS, COMPLETENESS, MERCHANTABILITY, CONFORMITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CONTENT OR THE SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES. IT IS YOUR SOLE RESPONSIBILITY TO INDEPENDENTLY EVALUATE THE ACCURACY, CORRECTNESS OR COMPLETENESS OF THE CONTENT AND THE SERVICES AND PRODUCTS ASSOCIATED WITH OUR SERVICES. WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE FOR DOWNLOADING FROM OUR SERVICES IS FREE OF INFECTION FROM ANY VIRUSES, WORMS, TROJAN HORSES, TRAP DOORS, BACK DOORS, EASTER EGGS, TIME BOMBS, CANCELBOTS OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DETRIMENTALLY INTERFERE WITH, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING ANY QUOTES OR OFFERS PROVIDED ON OR THROUGH OUR SERVICES.

Our Services are controlled and offered by us from our facilities in the United States of America. We make no representations that our Services are appropriate or available for use in other jurisdictions. If you access or use our Services from other jurisdictions, then you do so by your own volition and are solely responsible for compliance with local law.

### **Limitations on Our Liability**

NEITHER WE NOR OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR SHAREHOLDERS SHALL BE RESPONSIBLE TO, OR LIABLE TO, YOU, OR ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE OR BUSINESS, AS A DIRECT OR INDIRECT RESULT OF: (I) YOUR BREACH OR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (II) YOUR ACCESS AND USE OF OUR SERVICES; (III) YOUR DELAY IN ACCESSING OR INABILITY TO ACCESS OR USE OUR SERVICES FOR ANY REASON; (IV) YOUR DOWNLOADING OF ANY OF THE CONTENT OR THE COLLECTIVE WORK FOR YOUR USE; (V) YOUR RELIANCE UPON OR USE OF THE CONTENT OR THE COLLECTIVE WORK, OR (VI) ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED THROUGH OUR SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF OUR SERVICES, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE AND/OR OUR SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, SHAREHOLDERS, REPRESENTATIVES, AND AGENTS ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED \$100.

YOU SPECIFICALLY ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR USER GENERATED CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM SUCH USER GENERATED CONTENT AND THIRD-PARTY CONDUCT RESTS ENTIRELY WITH YOU.

YOU AND US AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.

In the event that any limitation on the period of time for bringing an action, claim, dispute or proceeding against us, located in this “Limitations on Our Liability” section, is determined or held to be inapplicable or unenforceable by any court, arbitration panel or other tribunal, then the statute of limitations for the State of Georgia shall apply to any such action, claim, dispute or proceeding referred to final or binding arbitration.

### **Your Indemnification of Us**

You shall defend, indemnify and hold harmless us and our officers, directors, shareholders, employees, independent contractors, agents, representatives and affiliates from and against all claims and expenses, including, but not limited to, attorneys’ fees, arising out of, or attributable to: (i) any breach or violation of this Agreement by you; (ii) your failure to provide accurate, complete and current benefits information requested or required by us; (iii) your access or use of our Services; and/or (iv) any personal injury or property damage caused by you.

### **Amendments of this Agreement**

We reserve the right to update, amend and/or change this Agreement at any time in our sole discretion and without notice. Updates to this Agreement will be posted here. Amendments will take effect immediately upon us posting the updated Agreement on our Services. You are encouraged to revisit this Agreement from time to time to review any changes that have been made. The date on which this Agreement was last updated will be noted immediately above this Agreement. Your continued access and use of our Services following the posting of any such changes shall automatically be deemed your acceptance of all changes.

### **Our Remedies**

You acknowledge that we may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by you, we shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of this Agreement.

### **Governing Law**

Pursuant to the Federal Reserve Act (12 U.S.C. § 632), the terms and conditions of this Agreement shall be governed by Federal law. All suits arising out of this Agreement shall be brought in U.S. District Court. Each party waives its right to a jury trial. This section shall survive the termination or expiration of this Agreement.

### **Equal Employment**

The Federal Reserve Bank of Atlanta ("Bank") does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, genetic information, sexual orientation or gender identity or expression in the solicitation, award, or administration of contracts. The Bank also promotes the acquisition of goods and services from small businesses. The Bank is committed to ensuring that all firms interested in doing business with the Bank, including minority- and women-owned businesses, have the maximum practicable opportunity to participate fairly in contracts awarded by the Bank, as applicable. By entering into this Agreement, Supplier confirms its commitment to equal opportunity in employment and contracting. To implement this commitment, the Supplier shall, to the maximum extent possible consistent with applicable law, provide for the fair inclusion of minorities and women in its workforce. If requested by the Bank, Supplier shall provide documentation, satisfactory to the Bank, of the actions it has undertaken to verify its good faith compliance with this requirement. To the maximum extent possible consistent with applicable law, the Supplier shall comply with this policy in the awarding of subcontracts and shall require its subcontractors, if applicable, to provide, to the maximum extent possible consistent with applicable law, for the fair inclusion of women and minorities in each of their respective workforces. The Supplier understands and agrees that a breach of this section constitutes a material breach of the Agreement.

### **Miscellaneous**

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

All covenants, agreements, representations and warranties made in this Agreement, as may be amended by us, from time to time, shall survive your acceptance of this Agreement and the termination of this Agreement.

This Agreement represents the entire understanding and agreement between you and us regarding the subject matter of the same, and supersede all other previous agreements, understandings and/or representations regarding the same.