

As a user of WBARS, you are being asked to review the attached Terms of Use and agree to its terms before being given access to the system. These Terms of Use have been implemented to protect the data stored in WBARS and to ensure all users are taking the necessary steps to use the system safely and securely. Thank you for your cooperation.

WBARS Terms of Use

These terms of use (the “**Terms**”) apply to use of the Combined Funders Web-Based Annual Reporting System (“**WBARS**”). Your access to and use of WBARS is conditioned on your agreement to comply with the Terms. If you do not agree to comply with the Terms, you are not authorized to access or use WBARS.

General. WBARS is an online system operated on behalf of the Washington State Housing Finance Commission and the Washington Department of Commerce that enables public funders, property owners and property managers to enter project-related data and maintain and view information related to compliance and asset management. It is intended to facilitate storage and compilation of this information, and its design reflects reporting and other legal requirements that apply to participating agencies with respect to such information.

Authorized Use of WBARS. You may access and use WBARS (including to upload, view, modify or download any information in WBARS) only as necessary to perform your job responsibilities for an entity participating in WBARS and not for any other purpose. In addition, you may access and use WBARS only in ways that are consistent with the role corresponding to your account credentials, and in accordance with the documentation made available to you concerning use of WBARS.

Account Credentials and WBARS Roles. Users who need to enter and/or use information in WBARS for compliance or asset management purposes as part of their job responsibilities may be issued account credentials by the WBARS Organization Administrator for their organization. WBARS account credentials are specific to the individual authorized user’s assigned role. The role of an Organization Administrator includes generating account credentials and managing WBARS permissions for personnel in their organization. Other roles supported by WBARS are On-Site Manager, Property Manager, Owner, and Funder. For more information on how roles are used in WBARS, please see <http://www.wshfc.org/managers/wbars.htm>.

Security. You are responsible for keeping your WBARS account credentials (both username and password) confidential and secure. WBARS account credentials are only for your individual use to perform your job responsibilities, and you agree not to share them with anyone. Notify your agency’s

Organization Administrator or WBARS general support (via email at wbars@wshfc.org) immediately if you believe someone else may be using your account credentials, or if they are lost or stolen.

Malware. You agree to use good faith, reasonable efforts to ensure that you do not expose WBARS or any equipment or software used to access, host or operate WBARS, to any spyware, malware, virus, worm, Trojan horse, or other malicious or harmful code.

Confidentiality. You must take all reasonable steps to ensure the confidentiality of information in WBARS, including by logging off of WBARS before leaving your work area and ensuring that any computer screen that shows data from WBARS is not easily viewed by others. You may not disclose information accessed by you in WBARS for any purpose other than as necessary to perform your job responsibilities.

Data Usage. The information that you or other users enter, store or download in or from WBARS is subject to all applicable laws and regulations. It may be used and disclosed only in accordance with such laws and regulations. Subject to the foregoing, you acknowledge that information you enter or store in WBARS may be viewed and used as necessary to carry out asset management and compliance functions, administer WBARS, as otherwise necessary to comply with all applicable laws and regulations, and (in aggregated forms) for activities related to public policy or analysis.

Term and Termination. These Terms apply to you for as long as you access or use WBARS. Your right to access and use WBARS may be terminated or suspended at any time if you violate these Terms, or when you no longer need access to perform your job responsibilities.

Disclaimers. WBARS and all software, functionality, data and content made available through or in connection with WBARS ARE PROVIDED "AS-IS" AND "WITH ALL FAULTS." ALL REPRESENTATIONS, WARRANTIES AND COVENANTS ARE HEREBY DISCLAIMED IN CONNECTION WITH YOUR ACCESS TO AND USE OF WBARS (INCLUDING THAT ANY FUNCTIONALITY OR INFORMATION IN WBARS WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, ERROR FREE OR FREE FROM SERVICE INTERRUPTIONS OR SYSTEM FAILURES OR OTHER ISSUES THAT MAY DAMAGE OR DESTROY DATA ENTERED OR STORED IN WBARS).

Modifications to WBARS or these Terms. WBARS may be revised from time to time, and there is no assurance it will retain any feature or functionality that you may have previously used. These Terms may also be updated from time to time and you should review all communications (in email, on the WBARS site and otherwise) regarding such updates. Any changes to these Terms will be effective, and you are responsible for complying with them, when an updated version is posted on WBARS (or at a later time if specified in such an update).