

ACCESS & USE AGREEMENT FOR THE TCB COUNCIL JOB BOARD

Introduction

Welcome to the TCB Council Job Board. The TCBC requires that any user wishing to access the Job Board comply with the Rules and other terms of this Agreement. Your continued access to the Job Board is contingent on your acceptance of this Agreement. After you have accepted this Agreement, you may participate in the Job Board.

If you have any questions about the Agreement, please let us know. You may reach us as follows:

TCB Council

Phone: 443.622.3300

E-mail: admin@tbcouncil.org

Rules

1. The Job Board of the TCBC website is provided as a service for our community. Any information posted by users must be related to the purposes of the Job Board. The TCBC reserves the right to remove postings deemed not in the best interests of the TCBC.
2. The Job Board is to be used only by individuals interested in obtaining career information and filling job openings and by employers posting employment opportunities.
3. Those using the Job Board for the purpose of filling job openings are prohibited from posting any incomplete, false, or inaccurate employment history or other biographical information.
4. Those using the Job Board for the purpose of posting employment opportunities shall abide by all local, state, and federal laws with regard to hiring and employment. Such users shall be prohibited from posting any franchise, pyramid scheme, "club membership," distributorship, or sales representative agency arrangement or other opportunity that requires an up-front or periodic payment or recruitment of other members, sub-distributors or sub-agents.
5. Users shall exercise both common sense and courtesy when posting information and shall not use the Job Board to transmit defamatory, disparaging, obscene or offensive materials or communications.
6. Users are prohibited from uploading or distributing any information subject to trademark, copyright, or other proprietary rights except with the express consent of the owner of the rights.

7. Posted information will not be treated as confidential.
8. The Job Board is not to be accessed to conduct any activities that may be illegal. For example, the Job Board shall not be used to encourage software infringement, spreading of computer viruses, breaking into private computer forums, gambling, or other crimes.
9. The Job Board is not to be used in a manner that violates the bylaws or any other policies, procedures, rules or regulations of the TCBC.
10. Users of the Job Board may provide their passwords to third parties only with the express prior written consent of the TCBC.
11. Users shall respect the security of the Job Board and shall not attempt to delete or revise material posted by any other user or to gain access to areas private to the TCBC or its members.
12. Individuals have 365 days from purchase to post their open position.

Refund Policy

Once a job has been posted, there is no refund for the posting. If the Job Board Submission Form has not been completed, and the job is not posted, an individual can receive a full refund within 30 days of initial payment.

Limitation of Liability and Indemnity

The TCBC makes no warranty, guarantee, or representation as to the accuracy, sufficiency, or security of information posted or transmitted by users and assumes no responsibility or liability in connection with the use or misuse of such information. The TCBC assumes no liability or responsibility for the quality, safety or legality of the employment opportunities or biographical information posted, the truthfulness or accuracy of the listings, the ability of employers to offer employment opportunities to candidates or the ability of candidates to fill job openings. **NEVERTHELESS, THE TCBC RETAINS THE RIGHT TO MONITOR POSTED INFORMATION AND REMOVE MESSAGES OR MATERIALS THAT IT BELIEVES ARE NOT IN THE BEST INTERESTS OF THE ASSOCIATION.**

THE TCBC, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, INCLUDING, BUT NOT LIMITED TO THE HOST OF THE JOB BOARD, ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OF, OR INABILITY TO USE, THE CAREER RESOURCE CENTER, WHETHER BASED ON WARRANTY,

CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE USER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

USERS ACCESSING THE CAREER RESOURCE CENTER SHALL INDEMNIFY AND HOLD THE TCBC HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATING TO ANY ACTS OR OMISSIONS OF THE USERS OR TO MATERIALS OR INFORMATION TRANSMITTED BY USERS IN CONNECTION WITH THEIR USE OF THE JOB BOARD.

Choice of Law

This Agreement shall be governed in all respects by the laws of the State of Florida regardless of its choice of law rules. In addition, users consent to be subject to the exclusive jurisdiction of the state and federal courts of Illinois in the event of any dispute between the parties.

Amendment

The TCBC reserves the right to modify or change the rules of the Job Board as it determines from time-to-time in the best interests of the Association, provided the users are notified prior to any such change.