

## **RMAUG Job Forum Terms and Conditions**

These Terms and Conditions of Use ("Terms"), in pertinent part, apply to all individuals and/or entities posting jobs to the *Rocky Mountain Avaya User Group's (RMAUG's)* Job Forum (e.g., recruiters or potential employers) (Employers). These Terms also apply, in pertinent part, to all persons registering on Job Forum for the purpose of reviewing, identifying, or applying for positions posted on the Job Forum. By registering to use the Job Forum, Employers and Job Seekers are agreeing to be bound by these Terms.

### **Content**

Employers are solely responsible for the job postings, content, messages, images or other information that an Employer posts on Job Forum or transmits to users of Job Forum (Employer Content). Employers take sole responsibility and agree that such Employer Content will not be false, inaccurate, misleading, unlawful, offensive, or otherwise in violation of their obligations under these Terms.

Prohibited Employer Content includes, but is not limited to, Employer Content that explicitly or implicitly discriminates on the basis of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, disability, source of income, or place of residence or business, or any other factor prohibited by applicable law.

In the event that *RMAUG* receives any good-faith complaint about Employer Content such information may (at the sole discretion of *RMAUG*) be removed by *RMAUG* until the matter is addressed to the satisfaction of *RMAUG*. Good faith complaints about Employer Content may be conveyed by Job Seekers to [newkl@d11.org](mailto:newkl@d11.org)

Job Seekers are solely responsible for the content of their resumes or other related information that they post on Job Forum or otherwise communicate to potential Employers (collectively Resumes). By posting Resumes, Job Seekers agree that such information will not be false, inaccurate, misleading, unlawful, offensive, or otherwise in violation of their obligations under these Terms.

### ***RMAUG's* Liability**

The use of Job Forum is at the Employer's and the Job Seekers' own risk. *RMAUG* is not an employer with respect to Job Forum. *RMAUG's* Job Forum acts only as a conduit to provide a venue for Employers to post job opportunities and for Job Seekers to review and/or respond to such opportunities. *RMAUG* is not responsible for the information provided in either Employer Content or Resumes. *RMAUG* does not screen Employer Content nor does it screen Resumes.

*RMAUG* may take action with respect to Employer Content provided by Employers or Resumes in its sole discretion, provided, however, that *RMAUG* has no obligation to do so and disclaims any liability for declining or failing to take such action.

*RMAUG* assumes no responsibility or liability for any personnel selected by an Employer and the Employer agrees that any hire of any individual is based solely on the Employer's investigation, verification and determination that such hire is suitable for the Employer's purposes. *RMAUG* assumes no responsibility or liability for any determination made by a Job Seeker to accept employment with an Employer. Job Seekers agree that such a determination is based solely on the Job Seeker's independent investigation, verification, and determination that accepting such a position is suitable for the Job Seeker's purposes.

### **Indemnity**

Employers agree to defend, indemnify, and hold harmless *RMAUG*, its affiliates, subsidiaries and their respective officers, directors, employees and agents from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, resulting from (i) any Employer Content or (ii) Employer's breach of these Terms.

Job Seekers agree to defend, indemnify, and hold harmless *RMAUG*, its affiliates, subsidiaries, and their respective officers, directors, employees and agents from and against any claims, actions or

demands, including without limitation reasonable legal and accounting fees, resulting from (i) any Resume or (ii) Job Seeker's breach of these Terms.

### **Term and Termination**

These Terms will remain in full force and effect while Employer is using Job Forum and with regard to any Employer Content it ever posted on Job Forum. These Terms will remain in full force and effect while a Job Seeker is using Job Forum and with regard to any Resume a Job Seeker ever posted on Job Forum. *RMAUG* reserves the right, at its sole discretion, to pursue all of its legal rights in connection with an Employer's or Job Seeker's use of Job Forum, including but not limited to removal of Employer Content or Resume from Job Forum and barring Employer or Job Seeker from any future use of Job Forum.