

# iiHRSCO

## Terms and Conditions of use

If you do not accept the Terms and Conditions stated here, do not use the iiHRSCO services. By using the iiHRSCO Jobs database or its services in part or in whole, you are indicating your acceptance to be bound by these Terms and Conditions.

iiHRSCO may revise these Terms and Conditions at any time at its sole discretion by updating this posting. You should visit this page periodically to review the Terms and Conditions, because they are binding on you.

The terms "You" and "User" as used herein refer to all individuals and/or entities accessing the iiHRSCO Database for any reason. The terms "we", "us" and "our" refer to iiHRSCO and any of its employees, subsidiaries, or subcontractors and "Data Bank/Job Bank / Database" refers to the service provided by us and offered through iiHRSCO website.

## Specific Prohibited Uses

- The iiHRSCO Database may be used only for lawful purposes by individuals seeking employment and career information and employers seeking employees. iiHRSCO specifically prohibits any use of the its services, and all users agree not to use our services, for any of the following:
- Posting any incomplete, false, misleading or inaccurate biographical information or information which is not your own accurate CV/resume .
- Posting any franchise, pyramid scheme, distributorship or sales representative agency arrangement or other business opportunity which requires an up -front or periodic payment, pays commissions only [unless clearly describes that it is an only commission(regular or irregular) job], requires recruitment of other members, sub-distributors or sub-agents, except as permitted in writing by iiHRSCO on a case by case basis, with the understanding that such permission may be unreasonably withheld or revoked without reason or notice.
- Posting any business opportunity whose operation may be contrary to law.
- Deleting or revising any material posted by any other person or entity.
- Using any device, software or routine to interfere or attempt to interfere with the proper working of the iiHRSCO Database or any activity being conducted on the Job Bank.

## Cancellation Policy

On-Line Purchases:

No refunds for services purchased on-line

## User Submissions

As a user, you are responsible for your own communications and are responsible for the consequences of their posting. You must not, and by using this liHRSCO you agree not to, do the following things:

- Post any incomplete, false, misleading or inaccurate information about yourself, your organization, and/or your postings. Further, organizations and/or individuals which represent hiring organizations must identify themselves as such on the site during the signup process and must not otherwise misrepresent themselves or the positions that they post. liHRSCO however reserves the right to post/mirror a post or provide a free posting or a link to a post on behalf of person(s) or organizations at its discretion.
- Impersonate another person or entity, including without limitation a liHRSCO employee or agent, an authorized user of liHRSCO services, a candidate, placement specialist or an employer, or otherwise misrepresent your affiliation with any person or entity;
- Print out or otherwise copy or use any personally identifiable information about candidates for purposes other than consideration of the candidates for potential employment by your company;
- Communicate, send, or place unsolicited e-mail, telephone calls, mailings or other contacts to posting individuals and entities;
- Use an e-mail address / phone number that you do not own or for which you do not have the express permission of the owner to use unless it is expressly listed as a contact email or phone number in your job posting;
- Post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it or is part of your posting identification;
- Post material that reveals trade secrets, unless you own them or have the permission of the owner;
- Post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others;
- Post material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity;
- Post a sexually-explicit image or statement;
- Post advertisements or solicitations of business post chain letters or pyramid schemes;
- Post material that contains viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- Forge any TCP/IP packet header or any part of the header information in any e-mail or posting.

YOU MAY NOT SPAM OUR EMPLOYERS OR RECRUITERS OR CANDIDATES WHOSE RESUMES APPEAR ON THE IHRSCO WEB SITE. YOU MAY NOT RESPOND TO A JOB LISTING OTHER THAN IF YOU ARE APPLYING FOR THAT JOB ON BEHALF OF YOURSELF. RECRUITERS MAY NOT USE ALLOCATED JOB LISTINGS OTHER THAN TO LIST AVAILABLE JOBS.

1. IHRSCO does not represent or guarantee the truthfulness, accuracy, or reliability of communications posted by users or endorse any opinions expressed by users. You acknowledge that any reliance on material posted by other users will be at your own risk.
2. IHRSCO acts as a passive conduit for the online distribution and publication of user-submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring material posted by users.
3. If notified by a user of communications which allegedly do not conform to these Terms and Conditions, IHRSCO may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the communication. IHRSCO has no liability or responsibility to users for performance or nonperformance of such activities.
4. IHRSCO reserves the right to expel users and prevent their further access to the IHRSCO Database for violating the Terms and Conditions or the law and the right to remove communications which are abusive, illegal, or disruptive. IHRSCO may take any action with respect to user-submitted information that it deems necessary or appropriate in its sole discretion if it believes it may create liability for IHRSCO or may cause IHRSCO to lose (in whole or in part) the services of its ISPs or other suppliers.

## **The Company's Liability**

1. The ihrs.co is only a forum. The IHRSCO Database acts as a forum for:
  - a. Employers to post job opportunities and
  - b. Candidates to post their own resumes

2. and does not screen or censor the listings offered, including but not limited to the identity of any user. We are not involved in any actual transactions between employers and candidates. As a result, we have no control over the quality, safety, or legality of the jobs or resumes posted, the truth or accuracy of the listings, the ability of employers to offer job opportunities to candidates or the ability of candidates to fill job openings. In addition, note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom you come in contact through the Job Bank.
  
3. Although you may be providing us with your information, we are not obligated to forward your Information to any employer. We are not employers with respect to you or your use of the liHRSCO Database and we shall not be responsible for any employment decisions, for whatever reason made, made by any entity posting jobs on the Job Bank.
  
4. Because user authentication on the Internet is difficult, liHRSCO cannot and does not confirm that each user is who they claim to be. Because we do not and cannot be involved in user-to-user dealings or control the behavior of participants on the liHRSCO web site, in the event that you have a dispute with one or more users, you release liHRSCO (and our agents and employees) from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
  
5. We are under no legal obligation to, and generally do not, control the information provided by other users which is made available through the Job Bank. By its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that you will use caution and common sense when using the Job Bank.
  
6. The Material may contain inaccuracies or typographical errors. liHRSCO makes no representations about the accuracy, reliability, completeness, or timeliness of the liHRSCO Database or the Material. liHRSCO does not correct user misspellings or errors. The use of the liHRSCO Database and the Material is at your own risk. Changes are periodically made to the liHRSCO Database and may be made at any time.

7. You acknowledge and agree that you are solely responsible for the form, content and accuracy of any resume or material contained therein placed by you on the Job Bank. Employers are solely responsible for their postings on the Job Bank.
  
8. liHRSCO does not warrant or guarantee that a resume or job posting will be viewed by any specific number of users, or that it will be viewed by any user.

WE DO NOT WARRANT THAT THE IHRSCO DATABASE WILL OPERATE ERROR-FREE OR THAT THE IHRSCO DATABASE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE WEB SITE OR THE MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR THOSE COSTS.

THE WEB SITE AND MATERIAL ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. IHRSCO , TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

## **Disclaimer of Consequential Damages**

IN NO EVENT SHALL IHRSCO , ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON THE WEB SITE BE LIABLE 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 OR INABILITY TO USE THE IHRSCO DATA BASE AND THE MATERIAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **Links to Other Sites**

The IHRSCO Database contains links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by IHRSCO of the contents on such third-party Web

sites. liHRSCO is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Web sites. If you decide to access linked third party Web sites, you do so at your own risk.

## **Governing Law**

THESE TERMS AND CONDITIONS WHICH FORM PART OF THE USER AGREEMENT, ARE GOVERNED BY THE LAW OF ONTARIO AND MUST BE INTERPRETED UNDER SAME.

ANY ACTION RELATING TO THIS WEBSITE MUST BE BROUGHT IN ONTARIO AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.

## **Age**

You attest that you are at least 18 years old.

## **Termination**

liHRSCO reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of your postings from the liHRSCO Database and immediate termination of your registration with or ability to access the liHRSCO Database and/or any other service provided to you by liHRSCO , upon any breach by you of these Terms and Conditions or if liHRSCO is unable to verify or authenticate any information you submit to the liHRSCO Database registration with or ability to access the Job Bank.

## **Indemnity**

You agree to defend, indemnify, and hold harmless liHRSCO , its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Material or your breach of the terms of these Terms and Conditions. liHRSCO shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding