

# Roane County Chamber of Commerce Employment Opportunities - Website Page

## *Terms of Use*

### **ACCEPTANCE OF TERMS:**

The Roane County Chamber of Commerce provides the online Employment Opportunities page as a service to its business members and non-members alike. As a benefit, this service will be provided **free of charge to the membership of the Roane County Chamber of Commerce**. Non-Members can also take advantage of this service at a fee of \$5.00 for the first 25 words and .15 for each additional word per week. All advertisements must be ran for a minimum of two weeks. All fees paid will be non-refundable in the event that the Content is removed from the Service for violating the Terms.

By using this service, you are agreeing to comply with the Terms and abide by any applicable guidelines for the service, which may change from time to time. Should you object to any of the terms or conditions of the terms, any guidelines, or any subsequent modifications thereto or become dissatisfied with the service in any way, your only recourse is to immediately discontinue use of the service. The Roane County Chamber of Commerce has the right, but is not obligated, to strictly enforce the Terms through any measures it deems necessary to remedy any situations that may arise.

### **MODIFICATIONS TO THIS AGREEMENT:**

The Roane County Chamber of Commerce (hereafter referred to as "we" or "RCCC"), reserves the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes.

### **CONTENT:**

The client (hereafter referred to as "you"), understands that all text and posting materials ("Content") posted on, transmitted through, or linked from the Service, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for each individual item of the Content that is posted, emailed or otherwise make available via the Service.

We will not be responsible, in any way, for any Content found to be inaccurate, misleading or otherwise objectionable or for any typographical errors. Furthermore, the Roane County Chamber of Commerce website and Content may contain links to other websites, which are completely independent from the Roane County Chamber of Commerce and we make no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. We reserve the right to pre-screen and approve all advertisements and shall have the right (but not the obligation) in our sole discretion to refuse, delete or move any Content that is available via the Service, for violating the letter or spirit of the Terms or for any other reason. You agree to bear all risks associated with, the use of any

Content, that you may not rely on said Content, and that under no circumstances will the Roane County Chamber of Commerce be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted.

We cannot run advertisements that violates federal, state, or local equal employment opportunity laws, including but not limited to, stating in any advertisement for employment a preference or requirement based on race, color, religion, sex, national origin, age, or disability.

**PRIVACY POLICY:**

It is our policy to protect the identity of the advertisers and will not disclose such company information if the company requests so. However, you the advertiser, acknowledges and agrees that we may, in our sole discretion, preserve or disclose your Content, as well as your information, such as name, address and telephone number, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce the Terms; respond to claims that any Content violates any rights or to protect the rights, property, or personal safety of the Roane County Chamber of Commerce, its users or the general public.

**LIMITATIONS ON SERVICE:**

As we use a third-party for website postings, you acknowledge that the Roane County Chamber of Commerce may establish limits concerning the use of the Service, including the maximum number of days that Content will be retained by the Service, the maximum number of postings, or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service. You agree that RCCC has no responsibility or liability for the deletion or failure to store any Content maintained or transmit on their website. You acknowledge that RCCC reserves the right at any time to modify or discontinue the Service with or without notice, and that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

**TERMINATION OF SERVICE:**

You agreed that RCCC, in its sole discretion, has the right (but not the obligation) to delete or deactivate your listing or otherwise terminate the use of the Service, immediately and without notice, for any reason, including, without limitation, if RCCC believes that you have acted inconsistently with the letter or spirit of the Terms. Further, you agree that RCCC shall not be liable to you or any third-party for any termination of the service.

**DISCLAIMER OF WARRANTIES:**

You agree that use of the RCCC site and the Service is entirely at your own risk. The RCCC site and the Service are provided on an “As Is” or “As Available” basis, without any warranties or any kind. All express and implied warranties, including, without limitation, the warranties of merchant ability, fitness for a particular purposes, and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law. To the fullest extent permitted by law, RCCC disclaims any warranties for the security, reliability, timeliness, accuracy, and performance of the RCCC site and the Service to the fullest extent permitted by law, RCCC disclaims any warranties for other services or goods received

through or advertised on the RCCC site or service, or accessed through any links on the RCCC site, to the fullest extent permitted by law, RCCC disclaims any warranties for viruses or other harmful components in connection with the RCCC site or the Service.

**LIMITATIONS OF LIABILITY:**

Under no circumstances shall RCCC be liable for direct, indirect, incidental, special, consequential or exemplary damages (even if RCCC has been advised of the possibility of such damages), resulting from any aspect of your use of the RCCC site or the Service, whether the damages arise from use or misuse of the RCCC site or the Service, from inability to use the RCCC site or the Service, or the interruption, suspension, modification, alteration, or termination of the RCCC site or the Service. Such limitation shall also apply with respect to damages incurred by reason of links to other sites from the RCCC site. These limitations shall apply to the fullest extent permitted by the law.

**INDEMNITY:**

You agree to indemnify and hold RCCC, its officers, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers, and employees harmless from any claims or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit or make available to the Service, your use of the Service, your violation of the Terms, your breach of any of the representations and warranties herein, or your violation of any rights of another.

**GENERAL INFORMATION:**

The Terms constitute the entire agreement between you and RCCC and govern your use of the Service, superseding any prior agreements between you and RCCC. The Terms and the relationship between you and RCCC shall be governed by the laws of the State of West Virginia with regard to its conflict of law provisions. You and RCCC agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Roane. The failure of RCCC to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) month after such claim or cause of action arose or be forever barred.