



Eastern Association for the Surgery of Trauma

Advancing Science, Fostering Relationships, and Building Careers

### **Job Site Terms and Conditions**

You must review, and agree to, these Terms and Conditions (“Terms”) before posting a job, reviewing a posting, and/or otherwise using this website (“Agreement”).

Eastern Association for the Surgery of Trauma (“EAST”) makes no representations or warranty of any kind concerning reliability or accuracy of information provided directly or indirectly on or through <http://www.east.org/career-management/jobs>; <http://www.east.org/professional-development/jobs-post-a-new-listing>; <https://www.facebook.com/Eastern-Association-for-the-Surgery-of-Trauma-251100999169/> ; [https://twitter.com/east\\_trauma](https://twitter.com/east_trauma) and/or any other site related to EAST’s Post a Job Listing (collectively “Job Site”). You agree to use the Job Site at your own risk.

Among other things, the Job Site provides a forum in which employers may post job openings (collectively “Posting(s)”) in connection with or related to the surgery of trauma. EAST does not screen, monitor, edit, modify or censor Postings. However, EAST reserves the right to remove any Posting in its sole discretion, which decision is final. EAST has no control over the actual hiring discussions or other aspects of any transaction between employers and candidates. Accordingly, EAST makes no representation regarding the Postings, including, without limitation the: accuracy; safety; legality; longevity; quality of the candidates or jobs; the ability of employers to offer the opportunities described in their Posting or the ability of candidates to fill such opportunities; and the actions of any employers in the interview and decision-making process. By using the Job Site, you waive any allegation or claim to the contrary.

EAST makes no representation that the Job Site, or sites linked to it, are free of error. By using this site, you acknowledge there are inherent risks when transacting business with persons or entities unknown to you, including, without limitation, the risk of violence, personal injury or other physical harm. You must evaluate and bear all risks associated with your use of the Job Site. Each user agrees it is the user’s responsibility to exercise caution and to act prudently when using the Job Site.

You shall not publish, transmit, distribute or in any way use or exploit any information contained on the Job Site in order to obtain employment offers for anyone other than yourself, in the case of candidates, or to obtain employees for any company other than your own, in the case of employers. Further, you shall not publish, transmit, distribute or in any way use or exploit any information contained on the Job Site in a manner that is inconsistent with any rules, laws or regulations of any federal, state, local authority, tribunal or administrative agency. You agree not to use this site to transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, tortious, defamatory, invasive of another’s privacy or otherwise objectionable.

Companies and individuals are solely responsible for ensuring the content of their Postings is true and accurate and conforms to all applicable laws, standards and regulations, and said companies and individuals have all necessary authorization to publish Postings on the Job Site.

**EAST shall, under no circumstances, be liable for any direct, indirect, incidental, special, punitive or consequential damages that may result from use of the Job Site, including, without limitation, use or reliance on any information contained on this site, interruptions, errors, defects, omissions non-delivery of information, disclosure of communications or any other failure of performance of any kind.**

**You agree to release EAST, its members, directors, and employees from all claims, causes of action, lawsuits, liability, damages or other responsibility, known and unknown, anticipated or unanticipated, from the beginning of time until the present, arising out of your use of the Job Site.**

**You agree to indemnify EAST, its members, directors, and employees and hold them harmless from any cost, claim, liability or expenses (including reasonable attorneys' fees and related costs) arising out of or relating in any manner to your: (i) violation of these Terms, and/or (ii) use of the Job Site.**

EAST may modify these Terms, and your use of this site thereafter means you accept the same.

EAST does not represent that the content of the Job Site may be lawfully accessed from countries outside the United States or by foreign nationals wherever located. Access to the Job Site may be illegal when accessed by certain persons or in certain countries. If you access the Job Site outside the United States or if you are a foreign national, you access the Job Site at your own risk and you are solely responsible for compliance with the laws of any other countries that might be applicable to you.

These Terms shall be governed by and in accordance with laws of the State of Illinois. You agree any action at law or in equity arising out of or relating in any manner to the Job Site or these Terms shall be filed only in the State and Federal courts located in Cook County Illinois, and that you submit to the exclusive personal jurisdiction of such courts for all purposes hereunder.

If any of these Terms shall be determined to be unlawful, against public policy or void for any reason, it is agreed such provision shall be deemed severed from the rest of the Terms and shall not be made a part of this Agreement.

This Agreement represents the entire agreement between us relating to the subject matter of the foregoing and cannot be modified except by an authorized EAST representative.