

ACCESS AGREEMENT FOR AMERICAN SOCIETY FOR SURGERY OF THE HAND CAREER CENTER

Introduction

Welcome to the ASSH Career Center. ASSH requires that any user wishing to access the Career Center comply with the rules and other terms set forth in this Agreement. Access to the Career Center is contingent on your entering into the Agreement. An instruction screen at the end of the Agreement will explain how you may acknowledge your acceptance.

Rules

1. The Career Center of the ASSH Web site is provided as a service of the Society. Any information posted by users must be related to the purposes of the Career Center.
2. The Career Center 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 Career Center 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 Career Center 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 Career Center 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 Career Center is not to be accessed to conduct any activities that may be illegal. For example, the Career Center shall not be used to solicit or disseminate information having to do with, or to conduct any activity relating to, illegal drugs, pornography, software infringement, spreading computer viruses, trafficking in credit card codes, gambling, or other crimes.
9. The Career Center is not to be used in a manner that violates the bylaws or any other policies, procedures, rules or regulations of ASSH.
10. Users shall respect the security of the Career Center and shall not attempt to delete or revise material posted by any other user or to gain access to areas private to ASSH or its members.

Site Access

ASSH shall deny access to the Career Center to any individual who has not agreed to the terms of this Access Agreement and reserves the right to terminate access to any user who ASSH reasonably believes to be in violation of such terms.

Site Modification or Termination

ASSH reserves the right to change the contents of the Career Center or to discontinue it at any time.

Limitation of Liability and Indemnity

ASSH 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. In particular, ASSH 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, ASSH RETAINS THE RIGHT TO MONITOR POSTED INFORMATION AND REMOVE MESSAGES OR MATERIALS THAT IT BELIEVES ARE NOT IN COMPLIANCE WITH THE TERMS OF THIS ACCESS AGREEMENT OR IN THE BEST INTERESTS OF ASSH.

THIS SITE AND ITS CONTENTS ARE PROVIDED "AS IS." ASSH, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, INCLUDING, BUT NOT LIMITED TO THE HOST OF THE CAREER CENTER, DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY INFORMATION CONTAINED ON, ACCESSIBLE THROUGH OR DERIVED BY USERS FROM THIS SITE AND WITH RESPECT TO ANY PRODUCTS OR SERVICES PURCHASED BY USERS THROUGH THIS SITE AND 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 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 CENTER SHALL INDEMNIFY AND HOLD ASSH 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 CAREER CENTER.

Choice of Law

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

Amendment

ASSH reserves the right to modify or change the rules of this Access Agreement as it determines from time-to-time in the best interests of ASSH. Users should periodically review the Agreement. Any use of the Career Center following the posting of any new or modified access agreement constitutes acceptance of that agreement.