

DirectEmployers Job Syndication Terms and Conditions

These Terms and Conditions (the “terms”) bind anyone accessing job content from the DirectEmployers job content XML feed server (hereinafter referred to as “COLLABORATOR”) effective upon agreeing to these terms. Content is provided by DirectEmployers Association, Inc. (hereinafter referred to as “DirectEmployers”), an Indiana non-profit corporation located at 9002 N. Purdue Road, Suite 100, Indianapolis, IN 46268. Content is accessed with permission from DirectEmployers Members and customers with the intent of driving job seeker traffic to those companies. Use of said job content for any purpose that interferes with that purpose is prohibited, and will result in termination of access.

1. Definitions

1.1. Job Posting shall mean any job provided by DirectEmployers to COLLABORATOR.

2. Rights and Restrictions of COLLABORATOR

- COLLABORATOR may not share or distribute job content provided by DIRECTEMPLOYERS with any third party job board, association, or aggregator
- COLLABORATOR may not resell job content provided by DIRECTEMPLOYERS
- COLLABORATOR must access the XML feed on a daily basis
- COLLABORATOR must use <https://de.jobsyn.org> redirect urls for employer analytic purposes
- COLLABORATOR must not “ping” urls to test for expiration or to gather other info
- COLLABORATOR must not remove Detrack tracking mechanisms which will be included in all job content, (information will be used for analytics purposes)
- COLLABORATOR must not use interstitial advertising or any other method of hampering the linkage to the employers application process or require the jobseeker to register after seeing the job

3. Payment

COLLABORATOR will receive the Job Postings from DirectEmployers free of charge and is hereby authorized to publish the Job Postings pursuant to this agreement at no cost. DirectEmployers hereby waives any and all claims to compensation or payment from COLLABORATOR for the provision of Job Postings to COLLABORATOR pursuant to this Agreement.

4. Indemnification

DirectEmployers shall indemnify, defend and hold harmless COLLABORATOR, at no cost to COLLABORATOR, from and against any and all Claims arising out of (i) any breach by DirectEmployers of any representation, warranty, covenant, obligation or duty of DirectEmployers under these terms, or (ii) any intentional misconduct or gross negligence by DirectEmployers, its employees or representatives.

COLLABORATOR shall indemnify, defend and hold harmless DirectEmployers, at no cost to DirectEmployers, from and against any and all Claims arising out of (i) any breach by COLLABORATOR of any representation, warranty, covenant, obligation or duty of COLLABORATOR under these terms, or (ii) any intentional misconduct or gross negligence by COLLABORATOR, its employees or representatives.

5. Limitation of Liability

UNDER THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY OR ANY OTHER PERSON FOR LOST PROFITS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THE USE OF THE DIRECTEMPLOYERS.COM, JOBENTRAL.COM, OR VETCENTRAL.COM NAME OR ASSOCIATED SERVICES, THIS AGREEMENT, OR THE TERMINATION THEREOF, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS, OR GOODWILL RESULTING FROM DELAYS, NON-DELIVERIES, MISTAKEN DELIVERIES OR SERVICE INTERRUPTIONS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. IN ANY EVENT, EITHER PARTY'S LIABILITY WILL BE LIMITED TO ONE THOUSAND DOLLARS (\$1,000.00).

6. General

6.1. We may revise these terms from time to time, these terms do not provide any claim to future access of Job Postings

7. Miscellaneous

7.1. Governing Law. These terms shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules.

7.2. Assignment. These terms may not be assigned or otherwise transferred by either party to third parties without prior written consent of the other party.