



**CANADIAN  
MORTGAGE BROKERS  
ASSOCIATION**  
ONTARIO

## **CMBA Website Job Posting Agreement** *plus Terms & Conditions, and Warranty*

### **AGREEMENT**

between Independent Mortgage Brokers Association of Ontario operating as Canadian Mortgage Brokers Association - Ontario (Service Provider) and Customer: \_\_\_\_\_

### **DESCRIPTION of SERVICES**

Beginning on \_\_\_\_\_, after receipt of payment, CMBA shall post Customer's job posting to be inserted in a Career section on the CMBA website for a period of 30 days. It will also be mentioned on CMBA's Facebook and Twitter accounts. Job posting shall be sent as a PDF document to CMBA and will be listed on the Career page with the job title and company name, plus salary (if requested). Interested parties will click on the link to see the full PDF provided by the Customer, and will contact the Customer directly to apply for the job posting with no further involvement and/or screening by CMBA. After 30 days, or earlier by request of the Customer, the job posting will be removed.

### **PAYMENT**

Payment shall be made to CMBA in the amount of \$250 plus HST (a total of \$282.50) upon receipt of the job posting. Only after payment is received will the job posting be listed. If the job posting remains unfilled after 30 days, Customer may request to keep the posting up on the CMBA website for an additional 30 days upon receipt of payment in the amount of \$50 plus HST (a total of \$56.50).

### **PAYMENT INFORMATION PLEASE CHECK ONE AND PLEASE PRINT LEGIBLY**

VISA  MasterCard  Amex

**Credit Card #:** \_\_\_\_\_ **Security Code:** \_\_\_\_\_

**Expiry Date:** \_\_\_\_\_

**Name on Card:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

I authorize the costs mentioned above to be charged to my card.

**Email Address:** \_\_\_\_\_

### **CONTACT INFORMATION**

All contact information provided on the job posting shall be the Customer's, and resumes shall be directed to the Customer without any further action required from CMBA.

## **SIGNATURES**

CMBA representative: \_\_\_\_\_

Customer: \_\_\_\_\_

Date: \_\_\_\_\_

## **TERMS AND CONDITIONS**

Customers are solely responsible for their posting on CMBA's website. CMBA is not to be considered an employer with respect to Your use of the CMBA website, and CMBA shall not be responsible for any employment decisions, for whatever reason, made by posting jobs on the CMBA website.

### **A Job posting may not contain:**

- (a) any hyperlinks, other than those specifically authorized by CMBA (allowed hyperlinks include company website or email addresses);*
- (b) misleading, unreadable, or "hidden" keywords, repeated keywords or keywords that are irrelevant to the job opportunity being presented, as determined in CMBA's reasonable discretion;*
- (c) the names, logos or trademarks of unaffiliated companies other than those of the Customer;*
- (d) more than one job or job description, more than one location, or more than one job category;*
- (e) inaccurate, false, or misleading information; and*
- (f) material or links to material that exploits people in a sexual, violent or other manner, or solicits personal information from anyone under 18.*

### **You may not use Your CMBA job posting to:**

- (a) post jobs in a manner that does not comply with applicable local, national and international laws, including but not limited to laws relating to labor and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use, and intellectual property;*
- (b) post jobs that require citizenship of any particular country or lawful permanent residence in a country as a condition of employment, unless otherwise required in order to comply with law, regulations, executive order, or federal, state or local government contract;*
- (c) post jobs that include any screening requirement or criterion in connection with a job posting where such requirement or criterion is not an actual and legal requirement of the posted job;*
- (d) sell, promote or advertise products or services;*
- (e) post any business opportunity that requires an up front or periodic payment or requires recruitment of other members, sub-distributors or sub-agents;*
- (f) post any business opportunity that pays commission only unless the posting clearly states that the available job pays commission only and clearly describes the product or service that the job seeker would be selling;*
- (g) except where allowed by applicable law, post jobs which require the applicant to provide information relating to his/her*
  - (i) racial or ethnic origin*
  - (ii) political beliefs*
  - (iii) philosophical or religious beliefs*
  - (iv) membership of a trade union*
  - (v) physical or mental health*
  - (vi) sexual life*
  - (vii) the commission of criminal offences or proceedings or*
  - (viii) age.*

CMBA reserves the right to remove any job posting or content from the CMBA website, which in the reasonable exercise of CMBA's discretion, does not comply with the above Terms, or if any content is posted that CMBA believes is not in the best interest of CMBA.

If at any time during Your use of the CMBA Service, You made a misrepresentation of fact to CMBA or otherwise misled CMBA in regards to the nature of Your business activities, CMBA will have grounds to terminate Your use of the CMBA Service.

**Indemnity** - You agree to defend, indemnify, and hold harmless CMBA, its affiliates, and their respective officers, directors, and employees, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any User Content or other material You provide to the CMBA Site, (ii) Your use of any CMBA Content, or (iii) Your breach of these Terms. CMBA shall provide notice to You promptly of any such claim, suit, or proceeding.

## **WARRANTY**

**Authorized Representative.** Customer and CMBA warrant that each has the right to enter into this Agreement and that the Agreement shall be executed by an authorized representative of each entity.

**Customer Warranty.** Customer hereby represents and warrants:

1. *By making use of the Service, posting material via the Service, posting links via the Service, or otherwise making material available by means of the Service (any such material, "Content"), the Customer is entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, or any other content type.*
2. *The downloading, copying and use of the Content shall not infringe the privacy rights or proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;*
3. *The Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;*
4. *The Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);*
5. *The Content is not pornographic, does not contain threats or incite violence towards individuals or entities, does not promote illegal activity, and does not violate the privacy or publicity rights of any third party;*
6. *The CMBA Service will not be advertised via unsolicited electronic messages such as spam links on newsgroups, email lists, blogs and websites, and similar unsolicited promotional methods;*
7. *The CMBA Service is not named in a manner that misleads its users or visitors into thinking that the Customer is another person or company, which it does not have permission to represent.*
8. *By submitting Content for inclusion in CMBA's website, the Customer grants CMBA a worldwide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content for the purpose of displaying, distributing and promoting the job posting. The Customer retains all ownership and copyright to its Content.*

**Disclaimer of Warranties** - Customer acknowledges and agrees that it is not relying on any statement or warranty not expressly provided herein with respect to the Services or maintenance, or other services provided hereunder. Customer acknowledges and agrees that CMBA has no control of availability of the Services on a continuous or uninterrupted basis. In no event shall CMBA be liable to Customer under contract or tort or under any other theory in the event of the Services being inaccessible or inoperable for any reason whatsoever. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND CMBA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.