

## **SaskJobs Terms of Use Agreement**

### **Introduction**

The SaskJobs Order Service is an online provincial job bank which serves employers who post job opportunities on SaskJobs and job seekers who can search these job postings and/or post their resumes for viewing by registered employers. The SaskJobs Order Service is managed and administered by Saskatchewan Advanced Education and Employment (AEEL). SaskJobs is accessible to the public via SaskNetWork, which is a career, employment and labour market website providing information for both employers and job seekers.

### **Agreement**

By posting a job on the SaskJobs site the Employer agrees to be bound by these Terms of Use (this "Agreement"). This Agreement sets out the legally binding terms of the Employer's use of the SaskJobs Order Service linked to SaskNetWork. AEEL may unilaterally modify this Agreement from time to time and without any prior notice by posting the amended terms on the SaskNetWork website.

### **Term**

This Agreement will continue to remain in force and effect while the Employer is registered with the SaskJobs Order Service.

### **Employer Job Advertisement Terms and Conditions**

By using SaskJobs, the Employer understands that this is an Internet job advertisement service that is publicly accessible. AEEL of SaskJobs cannot control how third parties will use the information once information is posted on SaskJobs.

With the exception of the contact information on a job advertisement, the Employer will not post any sensitive or personal information which could include a person's name, address, e-mail address, telephone number, place of work, age, or medical information.

The Employer will not post a job advertisement containing inappropriate information, which includes offensive or illegal language or content, defamatory statements, inflammatory or discriminatory content based on gender, sexual orientation, religious affiliation, disability and/or ethnicity or any commercial solicitation and/or advertising. The morally offensive job will not be advertised on SaskJobs. The Employer will not post confidential third party information, including any proprietary information about a business.

Employers may not engage in advertising to, or solicitation of, other users to buy or sell any products or services through the SaskJobs Order Service. Employers may not transmit any chain letters or junk e-mail to other users. Employers must not use any information obtained from SaskJobs to harass, abuse, harm another person, and advertise to, solicit or sell to any user.

The Employer understands that it is their responsibility to ensure that the job advertisement complies with all applicable provincial legislation, including employment standards and human rights legislation.

Employers agree to not post “pyramid” schemes, chain letters, club memberships, franchise, distribution, representative or agency arrangements or other career opportunities which require any form of monetary payment from another user (i.e., job seekers) and/or requires recruitment of other users, sub-agents or sub-distributors.

Employers understand that it is unacceptable to copy other job advertisements, posting the same position multiple times on the SaskJobs Order Service or post multiple positions within one job posting.

Employers agree to not allow job advertisements to remain posted on SaskJobs for longer than 48 hours after they are no longer valid.

### **General Prohibitions**

Employers accessing the SaskJobs Order Service are prohibited from:

- Accessing any data or logging into any account without the proper authorization.
- Deleting or changing any material posted by another Employer.
- Taking any action that causes a disruption or crashing the SaskJobs Order Service.
- Framing or mirroring any part of the SaskJobs Order Service without contractual approval.

### **AEEL Authority**

The Employer understands and agrees that AEEL may delete any job advertisement that violates this Agreement. The Employer is solely responsible for the content that is published, displayed on the SaskJobs Order Service or transmitted to other Users.

By posting content to any public area or SaskJobs, the Employer automatically grants the right to allow AEEL to review the content to ensure compliance with the terms and conditions.

AEEL may not post job advertisements or may remove them, without notice, if an Employer fails to comply with the Terms of Use Agreement or for any other reason deemed inappropriate by AEEL.

AEEL reserves the right to investigate and take appropriate action against anyone who violates this provision, including without limitation, removing the offending communication from the Order Service and terminating the Employer’s privileges.

### **Proprietary Rights**

The Government of Saskatchewan via AEEL owns and retains intellectual and all proprietary rights regarding the SaskJobs Order Service posted on the SaskNetWork website. The website contains the copyrighted material, trademarks, and other proprietary information of SaskJobs and SaskNetWork and its licensors. Except for that information

which is in the public domain or for which an Employer has been given written permission, the Employer is not permitted to copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

### **Copyright Policy**

Materials on SaskJobs via SaskNetWork are owned by AEEL and are protected by Crown Copyright.

Reproduction of any materials for commercial purposes requires the advance written permission of the Government of Saskatchewan.

### **Privacy Statement**

The Government of Saskatchewan is governed by [“The Freedom of Information and Protection of Privacy Act \(1992\)”](#) and has adopted a [The Government of Saskatchewan’s “Privacy Framework”](#) to better ensure security respecting confidential information.

When a User visits SaskJobs via SaskNetWork, the server may automatically collect and retain a limited amount of data essential to the efficient operation and security of that site. An automated process may analyze this data and a statistical report may be created to help us identify usage trends and improve our service

When a User voluntarily sends us electronic mail or completes an electronic form that includes identifying information about the User, we will keep a record of this information so that we can respond to your inquiry. The Government may monitor the User’s electronic mail communications for the purpose of managing the computer system for quality of service or protecting the system and the Government against any malicious act.

If the User has further concerns about privacy in the operations of the Government of Saskatchewan please contact the [Freedom of Information and Protection of Privacy Office](#).

### **Security**

AEEL cannot guarantee that, in all instances, copies of critical data will be retained on the SaskNetWork system. It is thus the responsibility of Employers to obtain secure, backup copies of essential files in the event of disaster recovery.

### **Employer’s Indemnity**

In consideration of being allowed to post job advertisements at no cost, employers agree to be solely responsible to all third parties and not to make any demands on the Province or on any ministers, agents or employees of the Province for any loss, damage, judgments, claims, demands or costs howsoever associated with such postings.

### **Disputes**

If there is any dispute about or involving the SaskJobs Order Service via SaskNetWork, Employers agree that the dispute will be governed by the laws of the province of Saskatchewan.

**Entire Agreement**

This Terms of Use Agreement, accepted upon use of SaskJobs via SaskNetWork, and further affirmed by becoming a User of the Service, contains the entire Agreement between the Employer and SaskJobs regarding the use of the SaskJobs Order Service on SaskNetWork.

The failure of SaskJobs to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

**Termination**

AEEL may at any time terminate this agreement immediately with or without cause by closing the SaskNetWork website, removing employers' job postings or by notice to employers, and no employer shall be entitled