

## RTM DIRECT BY BETTERWHO

# Terms and Conditions

### **Acknowledgement**

By making a purchase, you (the “Client”) represent and acknowledge that you understand and agree to RTM Direct by BetterWho (the “Company”) Terms and Conditions as follows:

### **General**

You agree to comply with the rules and policies governing the program for which you are making a purchase, as existing now or later as announced by the Company. The services provided under these Terms and Conditions are for business purposes only. The Company’s products and services are made available to you, for your sole use, and you may not make them available to others. You may not transfer, assign, or otherwise dispose of any of your rights or obligations arising under it, without Company’s prior written consent.

### **RTM Direct Process, Deliverable and Client Participation**

- *Member Area:* Client agrees to fully engage with all content in the member area, including viewing all videos, completing all forms and reading all resources.
- *Onboarding:* Client agrees to complete initial onboarding forms and meet with Company within 5 business days of initial engagement for initial onboarding call.
- *Candidates:* Company agrees to present at least one candidate to Client for hiring consideration, and up to five total candidates upon Client request, within two months of initial onboarding call.
- *Interview:* Client agrees to interview any candidates within 2 business days of being presented by Company.
- *Hiring Decision:* Client agrees to inform company of hiring decision within 2 business days of conducting initial interview.
- *Candidate Exclusivity:* Client agrees to pay Company in full for each candidate that Company sources and Client hires at any time.

- *Guarantee:* If any candidate hired by Company has their employment status terminated within the first 90 days of engagement, Client will start the process over to find a replacement candidate at no additional cost.
- *QuickStart Training:* QuickStart training is included with all RTM purchases, Client agrees to onboard the RTM prior to starting the training and will pay the RTM for their time spent in the QuickStart Training Program (~6hours/day).
- *NoTrainingIncluded:* if Client purchases an RTM product using the “NoTrainingIncluded” promo code, the checkout price will exclude the QuickStart Training and the client will not benefit from this service.

### **Copyright**

All information and materials including audio recordings, video, manuals and other resources presented to Client at any time and in any format are protected by copyright laws and shall remain the property of Company. As such, the Client agrees they will refrain from recording, copying, reproducing, videotaping or disseminating these materials without the prior written consent from an authorized person at Company and shall not permit any third party to do the same. Client agrees and acknowledges that any calls provided may be monitored or recorded and are property of Company.

### **Warranties**

No expressed or implied warranties are given by Company. Company disclaims, and Client waives, any implied warranties including warranties of fitness for a particular purpose. Company’s staff have no authority to make warranties or alter these Terms and Conditions other than in writing.

### **Payment**

All payments are due in advance of service being provided. You will be charged thirty dollars (\$30.00) for any charge rejected as NSF. Late payments will accrue interest at the maximum rate permitted by law. You are hereby notified that failure to fulfill the terms of your credit obligations could result in the submission of a negative credit report to a credit reporting agency. All payments are final and non-refundable.

### **Default**

In the event of a default in payment of any installment due, all services and privileges shall be suspended and you shall, nevertheless, remain liable for the full amount of the contract price, which shall become immediately due and payable in full. You agree to pay all attorneys’ fees, costs, and expenses of collection of any amounts due under these Terms and Conditions.

Company may terminate all services and privileges for any non-payment or payment which is not received within 10 days of the date upon which it is due.

### **Miscellaneous**

No delay or failure by either party to exercise any of its powers, rights or remedies under these Terms will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing. These Terms and Conditions are considered to be under the jurisdiction of Mecklenburg County, North Carolina. Each of the parties submits to the jurisdiction of any North Carolina Court. Venue for any action, proceeding, arbitration or mediation shall be in Mecklenburg County, North Carolina. You expressly consent to jurisdiction. You expressly consent to service of process by electronic mail. These Terms and Conditions supersede any and all prior agreements, understandings, and communications between you and the Company whether written or oral, express or implied, relating to the subject matter of your agreements with the Company and/or the obligations, responsibilities and benefits of the parties.

Client agrees that Company may use Client's logo, website and contact information in future marketing and promotional materials.

These Terms and Conditions are intended as a complete and final expression of the terms of the agreement between Client and the Company, and may be amended only by written agreement and no purported oral amendment shall be valid.

Client agrees that no party, nor anyone acting on their behalf has made any inducements, agreements, promises, nor representations other than those set forth in these Terms and Conditions. The prevailing party in any action or proceeding to enforce these Terms and Conditions shall be entitled to recover reasonable attorneys' fees and costs.

Client hereby represents and warrants that Client has read, understands and agrees to all of the Terms and Conditions, which take effect upon funds being received.