



Terms of Service

Effective Date: September 29, 2024

Welcome to NeXtRAordinary People LLC ("we," "us," "our"). These Terms of Service ("Terms") govern your access and use of the services provided by NeXtRAordinary People LLC, a Washington-based recruiting firm. By engaging with our services, you agree to comply with and be bound by these Terms. Please read them carefully.

1. Services Provided

NeXtRAordinary People LLC offers a variety of services, including but not limited to:

- **Sourcing and recruiting** candidates for employers
- **Placement services** to match candidates with employers
- **Resume review services**
- **Cover letter review services**
- **Mock interview services**
- **Reference check services**
- **Open Q&A services** for career-related inquiries

These services are designed to support both employers and job seekers in achieving their hiring and career goals.

2. Eligibility

To use our services, you must:

- Be at least 18 years old
- Provide accurate and complete information in your applications and communications
- Agree to comply with all applicable local, state, and federal laws

3. User Responsibilities

You agree to:

- Provide accurate, complete, and current information.
- Not engage in any unlawful or prohibited activities while using our services.
- Keep your communication and engagement with us professional, clear, and respectful.
- Maintain the confidentiality of your account and personal data where applicable.

4. Employer Responsibilities

Employers utilizing our sourcing, recruiting, or placement services agree to:

- Provide accurate and lawful job descriptions and employment terms.
- Treat candidates fairly and comply with all local, state, and federal employment laws.
- Not discriminate on the basis of race, color, religion, gender, sexual orientation, disability, or any other protected characteristic.

5. Payments and Fees

- Payments and fees will follow the structure agreed upon for each respective service. Specific payment terms, including due dates and any applicable late fees, will be outlined in the service agreement provided at the start of our engagement.

6. Cancellation and Refund Policies

- Cancellation and refund policies vary by service and are detailed in the respective service agreements.

7. Recruiting and Placement

NeXtRAordinary People LLC makes no guarantees regarding the placement of candidates or employment offers. While we strive to match candidates to suitable roles, the final decision rests with the employer and the candidate. We are not responsible for any employment decisions made by the employer or for any actions taken by the candidate post-placement.

8. Consulting Services

Our consulting services provide feedback and recommendations, but do not guarantee interviews, job placements, or employment offers. The job search process is complex and involves various steps that require proper execution. While we are dedicated to providing high-quality services, we cannot guarantee specific outcomes, as they are influenced by factors beyond our control. Any feedback provided is for professional development purposes and is not to be construed as a guarantee of future success.

We encourage candidates actively seeking employment to explore all available avenues to maximize their opportunities. This may include updating your resume and LinkedIn profile, leveraging your professional network, conducting informational interviews, using job search engines, engaging with recruiters, attending industry events and job fairs, refining your personal brand, practicing interview techniques, volunteering or freelancing, pursuing professional development, tailoring your applications, and setting up job alerts.

When you purchase our consulting services, you are purchasing a combination of intangible, creative services and an intangible product. Unlike physical goods, our services—such as resume review and personalized verbal feedback—are tailored to your unique needs, incorporating subjective elements like personal branding and career development. In addition to the services provided during the consultation, in many cases you will subsequently receive a written summary of the key points and recommendations discussed, which constitutes an intangible product. This summary is a customized deliverable, reflecting the personalized insights from our discussion.

Your active participation and feedback are crucial for achieving the best outcome. We encourage your engagement throughout the process to enhance the results and ensure a more satisfactory experience. Please note that results may vary, as they are customized to your individual needs.

9. Confidentiality and Data Privacy

- NeXtRAordinary People LLC respects your privacy and takes data protection seriously. We collect, store, and use personal information in accordance with our Privacy Policy.
- We do not share your personal information with third parties except as necessary to provide the requested services or as required by law.
- Employers and candidates must maintain the confidentiality of any proprietary information shared during the recruiting process.

10. Intellectual Property Rights

All content, services, and materials provided by NeXtRAordinary People LLC, including but not limited to text, graphics, logos, methodologies, documents, and digital resources, are the exclusive property of NeXtRAordinary People LLC and are protected by copyright, trademark, and other intellectual property laws.

You are granted a limited, non-exclusive, non-transferable license to use the content and services provided solely for personal, non-commercial purposes. You may not copy, modify, distribute, or otherwise exploit any of the content or materials without prior written consent from NeXtRAordinary People LLC.

Any unauthorized use of the intellectual property may result in the termination of your access to the services and may subject you to legal action.

11. Limitation of Liability

NeXtRAordinary People LLC is not liable for:

- Any direct, indirect, incidental, or consequential damages arising from the use of our services, including but not limited to employment decisions or career outcomes.
- The conduct, qualifications, or performance of candidates or employers post-placement.
- Any technical issues or disruptions affecting service availability.

Our liability is limited to the total amount paid for the specific service provided, unless otherwise required by applicable laws or regulations that supersede these Terms.

12. Termination

NeXtRAordinary People LLC reserves the right to terminate or suspend services at our discretion, including but not limited to:

- A violation of these Terms
- Non-payment of fees
- Engagement in fraudulent, unethical, or illegal behavior

Clients and users may also terminate the service by providing written notice, subject to any terms of the specific service agreement, including early termination fees where applicable.

13. Dispute Resolution

Any disputes arising from these Terms or related to the services provided by **NeXtRAordinary People LLC** will be resolved through **binding arbitration** in the state of Washington, unless otherwise agreed upon in writing by both parties. By using our services, you agree to this arbitration process. Arbitration will be conducted according to the rules of the American Arbitration Association (AAA) and will be held in Tacoma, Washington.

You acknowledge that by agreeing to arbitration, you are waiving any right to a jury trial or to participate in a class action lawsuit. If this arbitration agreement is not enforceable under applicable law, disputes will be resolved in the courts of Washington State.

14. Availability and Changes to Terms

NeXtRAordinary People LLC reserves the right to update or modify these Terms at any time. The most up-to-date version of the Terms will always be available on our website. Continued use of our services after changes are posted constitutes acceptance of the updated Terms.

15. Governing Law

These Terms are governed by and construed in accordance with the laws of the state of Washington, without regard to its conflict of law provisions.

16. Contact Information

If you have any questions about these Terms or our services, please contact us at:

NeXtRAordinary People LLC

Website: <https://www.nexttraordinarypeople.com/>

Email: hello@nexttraordinarypeople.com

Phone: (206) 761-4440