

# OFFSHORE RECRUITMENT SERVICES TERMS, GUARANTEE & REFUND POLICY

1. **Agreement.** This Offshore Recruitment Services Terms, Guarantee & Refund Policy ("Agreement") governs the recruitment services provided by Orient Blue LLC ("Orient Blue") to clients worldwide ("Client").

By submitting a Job Order, checking the acceptance box, and paying the applicable Recruitment Matching Fee, the Client acknowledges that it has read, understood, and agreed to be bound by this Agreement.

2. **Company Information**

Orient Blue LLC  
Address: 555 Andover Park W, Suite 200, Tukwila, WA 98188 USA  
Email: [support@orientblue.net](mailto:support@orientblue.net)  
Phone: +1 206-888-6488  
Website: [www.orientblue.net](http://www.orientblue.net)

3. **Recruitment Services**

- a. Orient Blue provides offshore recruitment, candidate sourcing, screening, evaluation, and candidate matching services for remote and offshore positions.
- b. Services included are described on Section 4: Recruitment Service Tiers of this document.
- c. Orient Blue reserves the right to determine the recruitment methods, screening procedures, assessment criteria, and evaluation processes used in delivering its services.

4. **Recruitment Service Tiers**

- a. Offshore Standard Recruitment

- i. Recruitment Matching Fee: \$125 per position
- ii. Suitable for administrative, customer support, and general virtual assistant positions. Examples include:
  - General Virtual Assistants
  - Executive Assistants
  - Customer Support Representatives
  - Data Entry Specialists
  - Telemarketers
  - Real Estate VAs
- iii. Standard screening include:
  - Identity verification
  - Language proficiency assessment
  - Portfolio review
  - Software proficiency validation
  - Certificate and credential validation

- b. Offshore Specialized Recruitment

- i. Recruitment Matching Fee: \$175 per position

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- ii. Suitable for positions requiring specialized technical expertise, industry-specific knowledge, multilingual communication skills, professional certifications, advanced software proficiency, or specialized work experience.
  - iii. Examples include:
    - Bookkeepers
    - Payroll Specialists
    - Human Resources Specialists
    - Recruiters
    - GHL Managers
    - IT Support Specialists
    - Web Designers and Developers
    - Medical Billers and Coders
    - Bilingual and Multilingual Customer Support Representatives
    - Bilingual and Multilingual Virtual Assistants
  - iv. Specialized recruitment may include Standard screening plus:
    - Employment verification
    - Education and diploma verification
    - Specialized software proficiency validation
    - Credential verification, and
    - Specialized experience review.

**5. Compensation Expectations**

- a. The Client shall provide the anticipated compensation range, hourly rate, benefits, incentives, or other compensation information applicable to the position.
- b. Orient Blue will use reasonable efforts to source candidates whose compensation expectations generally align with the compensation information provided by the Client.
- c. The Client acknowledges that compensation expectations may vary based on experience, qualifications, certifications, language proficiency, specialized skills, location, and market conditions.
- d. Orient Blue does not determine compensation and does not negotiate compensation on behalf of either the Client or the candidate unless expressly agreed in writing. All compensation discussions, offer negotiations, hiring decisions, and final agreements shall remain the sole responsibility of the Client and the candidate.
- e. Orient Blue does not guarantee that a candidate will accept any compensation offer made by the Client.

**6. Client Responsibilities.**

- a. The Client agrees to:
  - Provide accurate and complete job requirements;
  - Provide an anticipated compensation range;
  - Participate in interviews and evaluations;
  - Provide timely feedback regarding presented candidates;
  - Maintain professional communications with candidates;
  - Notify Orient Blue regarding hiring decisions;
  - Comply with all applicable employment, labor, tax, and contractor laws.
- b. Failure to respond to recruitment communications or provide feedback within five (5) business days may suspend all applicable guarantee periods.

**7. Candidate Presentation.** A candidate shall be considered presented when the candidate's resume, profile, or candidate summary is delivered to the Client via email.

**8. 72-Hour Candidate Presentation Guarantee**

- a. Orient Blue will present at least one candidate profile within seventy-two (72) business hours upon receipt of all of the following:
  - A completed Job Order;
  - Payment of the applicable Recruitment Matching Fee; and

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- All information reasonably required to commence recruitment,
  - b. If Orient Blue fails to present a candidate profile within this period, the Client may request a full refund of the applicable Recruitment Matching Fee.
- 9. 3-Week Candidate Selection Guarantee**
- a. If no candidate presented by Orient Blue is selected within three (3) weeks following the first candidate presentation, the Client may elect to continue recruitment services at no additional Recruitment Matching Fee; or request a full refund of the Recruitment Matching Fee.
  - b. If the Client fills the position through another source during this period and none of the candidates presented by Orient Blue are hired, the Client may request a full refund of the Recruitment Matching Fee.
  - c. All refund requests must be submitted in writing.
- 10. 2-Month Retention Guarantee**
- a. If a candidate fails to commence work on the agreed start date without reasonable notice; voluntarily resigns; abandons the position; or otherwise voluntarily discontinues the engagement within two (2) months of the agreed start date, the Client may elect either:
    - One replacement search; or
    - A refund equal to fifty percent (50%) of the applicable Recruitment Matching Fee.
  - b. This guarantee does not apply when:
    - The candidate is terminated by the Client;
    - The candidate is laid off;
    - The position is materially changed after acceptance;
    - Compensation is materially changed after acceptance.
- 11. Replacement Search**
- a. If the Client is eligible for a replacement search, Orient Blue will conduct one (1) replacement recruitment search for the same position at no additional Recruitment Matching Fee.
  - b. The replacement search:
    - May be exercised once per position;
    - Includes presentation of up to six (6) qualified candidate profiles; and
    - Applies to the original position requirements and compensation range unless otherwise agreed in writing.
  - c. Material changes may require a new recruitment engagement and additional fees.
- 12. Hiring Notification**
- The Client shall notify Orient Blue in writing within five (5) business days after hiring or engaging any candidate presented by Orient Blue. Such notification shall include:
- Candidate name; and
  - Agreed start date.
- 13. Changes to Job Requirements**
- a. Material changes to job requirements may result in the reset of all applicable guarantee periods. Examples include:
    - i. Compensation changes;
    - ii. Schedule changes;
    - iii. Position changes;
    - iv. Required skill changes;
    - v. Language requirement changes;
    - vi. Certification or credential requirements;
    - vii. Additional responsibilities.
  - b. Orient Blue shall determine whether a change is material.

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- 14. Client Cancellation.** Recruitment activities begin immediately upon receipt of a Job Order and payment. Accordingly, no refunds shall be issued due to Client cancellation after recruitment activities have commenced.
- 15. Guarantee Claim Deadline.** Claims must be submitted in writing to support@orientblue.net within thirty (30) calendar days of the event giving rise to the claim. Failure to submit a claim within the required period shall constitute a waiver of the applicable claim.
- 16. Verification Services and Background Checks**
- a. Verification activities vary depending on the selected recruitment service tier.
    - i. The services generally do not include reference checks; criminal background checks; credit checks; drug testing; or other third-party investigations.
    - ii. Offshore Specialized Recruitment may include work history verification; credential verification; certification verification; and other role-specific verification activities.
- 17. Candidate Information and Representations**
- a. Orient Blue relies in part upon information provided by candidates. While Orient Blue may conduct screening and verification activities, Orient Blue does not guarantee the accuracy, completeness, authenticity, or truthfulness of information that cannot reasonably be independently verified.
  - b. Verification activities vary by position and service tier. The Client acknowledges that final responsibility for evaluating candidate qualifications, suitability, references, experience, and fitness for the position remains with the Client.
  - c. Orient Blue shall not be liable for losses arising from inaccurate, misleading, incomplete, or fraudulent information supplied by a candidate.
- 18. Confidentiality**
- a. Candidate resumes, profiles, assessments, and related information shall be used solely for evaluating employment or contractor opportunities.
  - b. The Client agrees not to sell, distribute, publish, or disclose candidate information to third parties except as reasonably necessary for the hiring process.
  - c. Orient Blue shall likewise use Client information solely for recruitment-related purposes.
- 19. Candidate Management Responsibilities.**
- a. Orient Blue provides recruitment and candidate matching services only.
  - b. Upon hiring or engaging a candidate, the Client shall be solely responsible for:
    - Compensation and payroll;
    - Insurance;
    - Attendance monitoring;
    - Timekeeping;
    - Scheduling;
    - Work assignments;
    - Training and onboarding;
    - Performance management;
    - Supervision;
    - Benefits administration;
    - Tax reporting and withholding;
    - Compliance with labor laws;
    - Disciplinary actions; and
    - Termination decisions.
  - c. Unless expressly agreed in a separate written agreement, Orient Blue does not provide payroll administration, attendance monitoring, workforce management, Contractor-on-Record services, managed staffing services, employer-of-record services, or employer-related obligations.

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- 20. Optional Workforce Management Services.**
- a. Orient Blue may offer additional services under separate agreements and fee schedules, including:
    - Contractor-on-Record (COR) Services;
    - Payroll Administration;
    - Attendance and Timekeeping Management;
    - Workforce Coordination;
    - Managed Staffing Services;
    - Recruitment Process Outsourcing (RPO);
    - Compliance Administration; and
    - Other workforce support services.
  - b. Such services are not included in the Recruitment Matching Fee and require a separate written agreement.
- 21. Independent Contractor Relationship**
- a. Orient Blue acts solely as a recruitment and candidate matching service. Candidates introduced by Orient Blue are not employees of Orient Blue unless expressly stated in a separate written agreement.
  - b. The Client remains solely responsible for all hiring, compensation, supervision, management, employment, contractor engagement, payroll, and labor law compliance decisions.
- 22. Candidate Performance Disclaimer**
- a. Orient Blue does not guarantee Candidate performance, productivity, attendance, punctuality, work quality, offer acceptance, long-term retention; or continued availability.
  - b. Orient Blue further does not guarantee the availability of candidates for every position, compensation level, language requirement, geographic market, certification requirement, schedule, or skill set.
- 23. Non-Solicitation of Personnel.** During the recruitment engagement and for twelve (12) months thereafter, the Client shall not directly solicit for employment any employee of Orient Blue who materially participated in the recruitment engagement without Orient Blue's prior written consent.
- 24. Limitation of Liability.** To the fullest extent permitted by law, Orient Blue's total liability arising out of or relating to this Agreement shall not exceed the Recruitment Matching Fee paid by the Client for the applicable position. Under no circumstances shall Orient Blue be liable for indirect, incidental, consequential, special, or punitive damages.
- 25. Force Majeure.** Orient Blue shall not be liable for delays or failures resulting from events beyond its reasonable control, including but not limited to natural disasters, internet outages, utility interruptions, government actions, labor disputes, pandemics; war, civil unrest; or other force majeure events. Guarantee periods shall be extended for the duration of such events.
- 26. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, United States of America.
- 27. Dispute Resolution.** The parties agree to first attempt to resolve any dispute through good-faith negotiation. If the dispute cannot be resolved through negotiation, either party may pursue available remedies in the courts located within the State of Washington.
- 28. Acceptance of Terms.** By submitting a Job Order, checking the acceptance box, and paying the applicable Recruitment Matching Fee, the Client acknowledges that it has read, understood, and agreed to these Offshore Recruitment Services Terms, Guarantee & Refund Policy.