

Atrium Staffing LLC
Direct Hire Talent Solutions Terms and Conditions
Last Modified August 2024

These Direct Hire Talent Solutions Terms and Conditions (these “Terms and Conditions”) govern the provision to Client (as defined below) of Services (as defined below) by Atrium Staffing LLC (“Atrium”) and all transactions between Client and Atrium relating thereto. If Client engages Atrium to provide temporary staffing services in addition to direct hire recruitment services, Client instead will be subject to Atrium’s Talent Solutions Terms and Conditions for Temporary/Direct Hire Recruitment Services, which may be accessed [here](#). By accepting any Services from Atrium, Client is agreeing to be bound by these Terms and Conditions.

THESE TERMS AND CONDITIONS INCLUDE IMPORTANT LEGAL PROVISIONS THAT DEFINE CLIENT’S RIGHTS AND OBLIGATIONS REGARDING THE SERVICES AND ALL RELATED TRANSACTIONS AND OTHER INTERACTIONS BETWEEN CLIENT AND ATRIUM. PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS, INCLUDING THE PRIVACY POLICY INCORPORATED HEREIN, PRIOR TO ACCEPTING ANY SERVICES OR ENTERING INTO ANY RELATED TRANSACTION WITH ATRIUM. CLIENT’S ACCEPTANCE OF ANY SERVICES OR ENTRANCE INTO ANY RELATED TRANSACTION WITH ATRIUM CONSTITUTES CLIENT’S ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. Certain Definitions. In addition to the capitalized terms defined elsewhere in these Terms and Conditions or in the business terms of the Agreement (as defined below), the following words and phrases shall have the following meanings:

“Agreement” means the agreement between Atrium and Client, consisting of (i) certain business terms relating to the Services that have been accepted by Client via electronic mail or the Website and (ii) these Terms and Conditions.

“Client” means an entity or individual that engages Atrium to provide Direct Hire Candidates. To the extent that any such entity or individual engages Atrium to provide Services to one or more of its affiliates, all references in these Terms and Conditions or the Agreement to “Client” shall be deemed to include such affiliate(s).

“Direct Hire Candidates” means individuals sourced and identified by Atrium for possible employment by Client in response to job openings identified by Client to Atrium.

“Services” means the services provided by Atrium to Client with respect to Direct Hire Candidates.

“Website” means the Atrium website, the URL for which is www.atriumstaff.com.

2. Right to Amend. Client acknowledges and agrees that Atrium may amend these Terms and Conditions, including any policy incorporated herein, at any time and from time to time, without notice to Client. Following any such amendment, these Terms and Conditions, as so amended, shall govern Atrium’s provision and Client’s use of the Services and any subsequent transactions and interactions with Atrium relating to the Services. Client’s acceptance of any Services following such amendment constitutes Client’s acceptance of these Terms and Conditions as so amended.

3. Privacy Policy. Client’s use of the Website is subject to the terms of Atrium’s [privacy policy](#) (the “Privacy Policy”), which is hereby incorporated into and made a part of these Terms and Conditions. In the event of a conflict between any provision of these Terms and Conditions and the Privacy Policy, the terms of the Privacy Policy will control.

4. Term; Termination. The term of the Agreement shall begin when Client accepts its provisions via electronic mail or the Website or when Client first receives any Services from Atrium, whichever is earlier, and shall continue until terminated by either party, with or without cause, upon 30 days’ prior written notice to the other party. Client shall be responsible for payment of all fees earned or that otherwise become payable to Atrium, whether before or after the effective date of such termination.

5. Confidentiality. Each party agrees to protect the confidential information, including personal identifiable information, of the other party (collectively, the "Information") from unauthorized disclosure and treat such Information with at least the same degree of care in safeguarding as it uses to safeguard its own similar Information but no less than a reasonable degree of care.
6. Direct Hire Contingency Placement Services. Client may request that Atrium submit candidates to be hired directly by Client. In the event Client or any affiliate of Client hires any submitted Direct Hire Candidate or otherwise uses the services of such Direct Hire Candidate as an independent contractor or through a person or firm other than Atrium within 12 months after such Direct Hire Candidate was presented to Client by Atrium, Client shall be obligated to pay to Atrium a Contingency Placement Fee, which shall be calculated as set forth in the business terms of the Agreement.
7. Direct Hire Placement Invoicing. Client agrees to notify Atrium promptly following a decision regarding the hiring or other engagement of any Direct Hire Candidate presented by Atrium, to enable Atrium to invoice Client for the Contingency Placement Fee concurrently with the Direct Hire Candidate's hire or other engagement date.
8. Duplicate Resumes. If duplicate resumes for the same Direct Hire Candidate are received from competing placement agencies or search firms, the agency or firm that has presented the candidate to Client first will be entitled to the Contingency Placement Fee. Client agrees to notify Atrium within 24 hours of the receipt of any resume submitted by Atrium that constitutes a duplicate resume.
9. Credit Card Information; Finance Charges; Dispute Rights; Collection Costs. Client shall be required to pay a finance charge on any payment not received by the due date thereof. Such finance charge will be calculated at the rate of 1.5% per month or, if such rate exceeds the maximum legal rate, the maximum rate permitted by applicable law. If Client fails to dispute in good faith any amount owed on any invoice by delivering to Atrium, within 15 days from the date of such invoice, a written notice describing in reasonable detail the basis for such good faith dispute, Client shall be deemed to have waived any all rights to dispute such invoice. Client shall be liable for all reasonable attorneys' fees and other costs incurred by or on behalf of Atrium to collect any unpaid amount owed by Client to Atrium.
10. Compliance with Employment Laws. Each party agrees and affirms that it is an equal employment opportunity employer, that it complies and shall continue to comply with all applicable anti-discrimination laws and regulations and agrees not to harass, discriminate against or retaliate against any employee of the other or any candidate for employment because of race, national origin, age, sex, religion, disability or other category protected by law.
11. Limitation of Liability. Neither Atrium nor Client shall be entitled to recover from the other party any incidental, indirect, special or consequential damages, including, without limitation, damages for lost profits, revenues or opportunities and/or delay damages, arising under or in connection with the Agreement, including these Terms and Conditions, regardless of the basis for the cause of action, even if the other party was advised of or aware of the potential for such damages.
12. Choice of Law; Jurisdiction and Venue. The Agreement, including these Terms and Conditions, shall be construed in accordance with the laws of the State of New York without reference to choice of law principles.
13. Entire Agreement. The Agreement, including these Terms and Conditions, constitutes the entire agreement between Client and Atrium with respect to the subject matter thereof and supersedes any and all prior or contemporaneous agreements and understandings, whether written or oral, between Atrium and Client with respect to such subject matter.