



TheBestIRS Terms and Conditions

All persons using this website (the "candidate" or "you") must be at least 18 years of age and/or you are legally able to enter into a contract to view or use any Insurance Recruiting Specialists a division of Dawg, Inc. ("TheBestIRS", "IRS" or the "company") literature and/or information.

"Recipients", as used herein, means TheBestIRS and principals that hire candidates, which may not be the same as other legal definitions of recipients. TheBestIRS represents and provides information and services to recipients for the benefit of recipients. TheBestIRS makes no representations, other than those stated herein, as to the relationship between TheBestIRS and recipients.

By using this website, company's services, and/or using and/or viewing any information provided by TheBestIRS and/or its recipient(s), and/or by requesting verbal information from TheBestIRS and/or recipients, you accept and agree to be bound by the following:

Application for Position

To apply for a position the Candidate needs to read and agree to the terms and conditions listed below.

The Candidate will be able to submit its application for registration once these terms and conditions have been agreed to.

The Candidate agrees to the storage of all Personal Information, applications, attachments and Draft applications within the Company's system.



The Candidate's personal and application data and any attached text or documentation are retained by the Company throughout the duration of the Candidate's account usage. Accounts which are terminated by the Company will continue to retain all Personal Information, applications and Draft applications for a period of no less than 2 years in terms of relevant data legislation. Personal Information in terminated accounts is inactive unless requested to be activated by Candidate.

The Candidate agrees that all Personal Information, applications, attachments and Draft applications created by them may be used by the Company for recruitment purposes. It is specifically agreed that the Company will make use of all Personal Information, applications, attachments and Draft applications for recruitment purposes only and will not make this information available to any third party unconnected with the Company's recruitment processes. The Company, if required, must make such information available to qualified third parties when required to do so by law or a judicial authority.

Submitted race and ethnic group information submitted by the Candidate is secured and useable only by officials who need to make use of such information for regulatory reporting.

The Candidate agrees that they are of required age and have the legal standing to enter into this agreement.

Background Checks

By submitting Your contact information to THEBESTIRS or applying for any job through THEBESTIRS via the THEBESTIRS website or any other method, You consent to a comprehensive background check. This background check may include but is not limited to Criminal, Credit, Garnishments/Child Support and Motor Vehicle check. Background checks, if conducted, are generally performed at time of any new hire, and when any consideration for promotion takes place.



Drug Testing

As a condition of placement, You agree and consent that Candidates sustaining injury in the workplace, or injured as a result of performing work for THEBESTIRS clients, are required to submit to comprehensive Drug Testing unless prohibited by applicable state or federal law. You understand that THEBESTIRS has a commitment to maintain alcohol/drug-free Candidates and that THEBESTIRS, unless prohibited by law, requires a drug screening test as a part of its selection process. You understand that such drug screening will consist of the testing of a urine sample or other medically recognized test designed to detect traceable amounts of controlled substance in your body. Once a test is conducted, if it is determined Your specimen contains a prohibited controlled substance or was altered or substituted, You will be disqualified from consideration and any offer will be withdrawn. You further understand and agree that if You are employed, You may be required to submit to alcohol/drug-testing under certain circumstances during Your employment.

General Information, Not Advice.

This Site is intended to be used for informational purposes only and is not intended to provide advice of any kind, particularly not financial, legal, or other professional advice, which may only be provided by a person licensed in that profession.

This Site may contain informational errors, typographical errors or mistakes. We disclaim any responsibility for such errors, and You agree to hold us harmless from any legal responsibility for such errors.

This Site is intended only to provide general information, not advice, and by using any of the information provided hereunder. You hereby consent and agree to this limitation of IRS's responsibility for negative consequences regarding the employment opportunities, services or programs.

As a condition precedent to You being able to use any of the tools, functions, information and/or services provided to You by this Site, THEBESTIRS, or a Recipient in any medium, whether online and offline (hereinafter "Material," "Information" and/or "Literature"), You agree to be bound by the terms and



conditions contained in this Agreement. Should You access any component of this site, or use any Material that this Site offers, or use any Material provided by THEBESTIRS or THEBESTIRS Recipient, or view any text or graphics provided by THEBESTIRS, such activities on Your part shall mean that You have read and understood the terms of this Agreement and expressly agree to be bound by the terms and conditions contained herein. Should You not agree to be bound by these Terms of Use You must leave this Site at once and immediately destroy any and all Material in Your possession that were created or disseminated by THEBESTIRS and/or THEBESTIRS Recipient (s).

Continued usage of any THEBESTIRS Material shall constitute a full and complete acceptance of these Terms of Use. Only individuals, groups, organizations, families, etc., that have agreed to be bound by this Agreement may use any Material or Information provided by THEBESTIRS.

General Terms of Use.

Content provided hereunder shall be considered as and deemed to be Licensed Content, which right of use to the Candidate may be revoked by THEBESTIRS in its sole discretion at any time.

You must be of adult age in Your jurisdiction to use this site and the tools and services that may be provided via this Site. In any event, no Candidate may be under 18 years of age.

If You gather, use, share, provide, distribute or in any manner discuss or review the Information or Material provided (whether directly or indirectly) by IRS, whether online or offline with and/or for any person, including those deemed incapacitated or having any deficiency in mental acuity or any mental impairment, especially for an elderly individual or individual of advanced age, YOU ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES ARISING FROM THE USAGE OF SAID INFORMATION AND/OR MATERIAL, including but not limited to any financial losses, expenses, costs, disqualification of government benefits, etc., and agree to hold THEBESTIRS harmless for any such losses incurred and You will indemnify THEBESTIRS



fully in any legal action resulting from the usage of THEBESTIRS material in any related matter.

Any violation of this Agreement is and shall be deemed material. Therefore, in the event You violate any or all part(s) of this Agreement, that violation, no matter how small, will immediately constitute a Breach of this agreement.

Disclaimer of Warranty.

TheBestIRS expressly disclaims all warranties for services, products, materials, information and literature provided by IRS, the site or recipient.

You must independently investigate whether any firms linked or referred to hereunder are suited to your needs. TheBestIRS does not offer any warranty nor offer any guarantee whatsoever of any kind in any event or action.

IRS issues no warranty whatsoever and does not make any representations or warranties regarding the characteristics of services provided by or through the site, or regarding the timeliness, accuracy or usefulness of information, tools, services or applications obtained from or through the site. The site and all content is contained, distributed, sold or published via the site and provided to you "as is, where is," without warranty of any kind, express or implied.

IRS offers no warranty and TheBestIRS makes no representation or warranty regarding merchantability, suitability, availability, reliability, non-infringement, capability, usefulness, or fitness for particular purpose of the services, products, materials, information, and/or literature, supplied or provided by TheBestIRS.

You agree that any materials, information, literature, service or product sold, issued or otherwise provided to you in any fashion by an TheBestIRS recipient is completely independent of any materials, information, literature, service or product provided by TheBestIRS directly. You acknowledge that you are not and will not rely(ing) upon any warranty whether verbal, written or otherwise that contradicts the disclaimer of warranty.



Disclaimer

IRS makes no guarantee of placement of any Candidate in a Temporary, Temp-to-Hire, Direct Hire, or any other placement opportunity. THEBESTIRS makes no guarantee of contact with Recipients, placement efforts or any other actions or processes on behalf of You. The prospect for success of any Candidate is speculative and depends to a material extent upon Your efforts and abilities as an independent actor, as well as other factors. THEBESTIRS makes no representations or warranties as to the potential success of any Candidate. You represent and warrant that You enter into this agreement after full opportunity to research and investigate THEBESTIRS and not in reliance upon any representation by THEBESTIRS as to wages, earnings, placement opportunities or any other expectation of results.

Opportunity to Correct Grievance.

Prior to contacting any third party or bringing any grievance to any regulatory or legal body, You acknowledge that You must and will inform THEBESTIRS in writing, by certified mail to the address below, of any and all grievance(s) You have within 30 days of initially discovering them. You also acknowledge that You will and must give THEBESTIRS a reasonable period of time to correct any possible grievance(s) after first providing full disclosure of any related facts and material. The length of time necessary to resolve Your grievance is to be determined at the sole discretion of THEBESTIRS Executives. Should You not provide THEBESTIRS with any information it requests or the time it needs to correct Your grievance You acknowledge that Your actions would constitute a breach of this Agreement and You furthermore acknowledge that You will indemnify and hold harmless THEBESTIRS as a result of Your breach or Your denial of THEBESTIRS's rights to correct such grievance and any breach of this Agreement.



Intellectual Property Provisions.

All content provided within or via this Site is protected by various US and international copyright laws, patent laws, trademark regulations and laws, and various intellectual property laws and international treaties and agreements. No intellectual property of any nature contained within or via this Site may be copied, published, or broadcast in any way without the written permission of the content owner. The content of this site may not be "framed" or "mirrored". All trademarks presented on or via this site are owned by their respective owners and may not be used by You in any way.

NOTICE: We are not liable for traffic that passes through our networks, including but not limited to such traffic which is automatically handled and/or stored on our system, which traffic is uncontrolled and unmodified by our system. Essentially, we are not responsible for content which flows through our networks. There is no "take down" procedure for such content.

Notification of Claimed Infringement.

If an infringement has occurred, a copyright holder may send us a written notification of claimed infringement to our designated agent. This must include the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- (iv) Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the



copyright owner, its agent, or the law. (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Automatic Viewing or Usage of this Site.

You may not use any automated scripts or "robots" to access, copy, or manipulate any content provided on this site. You may not engage in denial of service attacks upon the servers that publish this Site. You may not engage in any conduct that uses more than .01% of the hardware and software infrastructure of this Site.

Links to Third Party Sites.

We may provide links to third party sites; however, we are not responsible for the content of such sites or their terms of use or privacy policies. Please carefully review the terms of service and privacy policies of all such sites prior to usage. You assume the risk of any usage of such third party sites.

Submissions.

All submissions (but not personal information) become the property of this Site. All submissions are non-confidential in nature. We may request that You send us non-public information, e.g. Social security numbers, account numbers, passwords, etc. THEBESTIRS takes great lengths to protect non-public information but THEBESTIRS cannot be held liable for the security and privacy of such information. Any submission to THEBESTIRS is made by You based on a full and complete acceptance of all potential risks associated with such a submission. If You are submitting the information of any third party You acknowledge that You have the express permission to do so and that You and You alone take responsibility for any losses or damages resulting from the submission of that material. "Submissions" may also include "letters to the editor" or "suggestions/ideas" or other email or letters that



You might send us similar in nature to those types and/or Your name, address, phone number(s), email address[es] and other personally identifiable information. We may publish and or share all submissions in any manner that we deem to be appropriate, including in all forms of media and publication. You are solely responsible for the content of all submissions, including any violation of any law(s) contained within such submissions, copyright, privacy, fraud, and other laws and regulations. You agree to hold THEBESTIRS harmless and defend THEBESTIRS and indemnify THEBESTIRS from any civil actions filed or threatened to be filed by any third party or entity which determines that Your submission supports a legal cause of action.

Compensation to TheBestIRS.

This is a free Site. You acknowledge that THEBESTIRS HAS NEVER CHARGED YOU ANY FEE OR REQUESTED ANY PAYMENT FOR CREATING AND MAINTAINING A PERSONAL CAREER PROFILE OR APPLYING FOR ANY POSITION. THEBESTIRS may receive compensation under separate agreements from certain Recipients referred to in and by this Agreement.

You acknowledge and accept that THEBESTIRS receives compensation from corporate and professional entities and that THEBESTIRS has never been compensated by You in any manner. Additionally, You acknowledge that You have never been asked to compensate or remunerate THEBESTIRS in any manner for any service provided to You. Furthermore, should any such request take place either by THEBESTIRS or by a Recipient You acknowledge that You MUST and WILL inform THEBESTIRS in writing by certified mail of this event no later than 30 days from the date of occurrence. You agree that failure to inform THEBESTIRS within those 30 days denies THEBESTIRS the ability to correct or address any issue or grievance should it be necessary. You agree that without the opportunity to address and/or correct any such occurrence THEBESTIRS should be held harmless. Furthermore You agree and acknowledge that You will fully and completely indemnify THEBESTIRS in any eventuality resulting from any action taken resulting from Your lack of notice and disclosure to THEBESTIRS. THEBESTIRS may



receive some compensation from Recipient in the event that You are placed with a Recipient through Temporary, Temp-to-Hire, Direct Work or other placement. Such compensation to THEBESTIRS is not guaranteed.

Privacy Information

We are committed to protecting your privacy. To make your experience more convenient, we gather information about you. We maintain the privacy of your information using security technologies and adhere to policies that prevent unauthorized use of your personal information. See our Privacy Policy.

At any time you may update your information by following the instructions posted elsewhere on this site. Here you may update your name, password, address, e-mail address, telephone number, and other information.

No Agency Relationship

You acknowledge that Your relationship with THEBESTIRS is entirely contractual and at no time will You be considered as an agent of THEBESTIRS. At no time will You have authority to act on behalf of THEBESTIRS, nor any other acts which would bind THEBESTIRS. Any representations to the contrary may cause damages to THEBESTIRS, Recipient, or third parties. You will be liable for all damages stemming from such representations.



Limitation of Liability

Your use of the site or any software, services or materials available through the site is at your own risk. Neither IRS, nor any affiliated entity nor any other party involved in creating, producing or delivering the site, nor any of their respective directors, officers, employees, agents, shareholders, licensors and representatives, are liable for any direct, indirect, punitive, incidental, special, consequential, exemplary, punitive or other damages arising out of or in any way connected with the use of this site, the services, software, content or user content whether based on contract, tort, strict liability or otherwise, even if advised of the possibility of any such damages, including without limitation damages for loss of profits, use, data, loss of other intangibles, loss of security of information you have provided in connection with your use of the site, the services, software, content or user content, or unauthorized interception of any such information by third parties, even if advised in advance of such damages or losses. In particular, and without limitation, neither TheBestIRS nor any affiliated entity will be liable for damages of any kind resulting from your use of or inability to use the site, the services or software, or resulting from any content or user content posted on the site by TheBestIRS or any third party. Your sole remedy for dissatisfaction with the site is to stop using the site. Please note that some jurisdictions may not allow the exclusion of certain damages, so some of the above exclusions may not apply to you.

We are not responsible for any damages arising from Your use of this Site, referrals or references given, or any tools, functions, services or information that this Site provides or makes available to You, whether directly or indirectly, whether the cause of action be based on tort, breach of contract, or any other legal theory, including punitive, actual, indirect, incidental or consequential damages of any nature or due to any cause of any nature. You agree to hold THEBESTIRS harmless from any loss or harm of any nature due to Your usage of this Site or any tool, product, information or service that we provide to You, whether directly or indirectly. In any event the amount of damages claimed against or due from THEBESTIRS shall not exceed the total amount of compensation paid to THEBESTIRS.



Termination of Service.

THEBESTIRS reserves the right to terminate any and all services provided to You (either as a group or as an individual Candidate or member) at any time without notice, for any reason we deem fit. We also reserve the right to discontinue any service or modify any service without notice to You.

You agree that monetary damages may not adequately provide a remedy for THEBESTIRS if You violate any of the terms and conditions of this Agreement, and You agree that we may pursue claims for the purpose of obtaining damages and/or orders in equity should You violate any element of this Agreement.

Jurisdiction/Arbitration.

This Agreement will be governed by and construed in accordance with the internal laws of the State of Arizona, without regard to that body of laws known as choice of law or conflict of laws. Subject to the provisions of this Section, all disputes, controversies or claims arising out of or relating to this Agreement will be resolved through mandatory binding arbitration pursuant to the Commercial Rules of Arbitration and conducted with the American Arbitration Association ("AAA") of Phoenix, Arizona (North Central branch); and the terms and conditions of this Agreement. The terms set forth in this Agreement will control in the event of any conflict between such terms and the AAA Rules. The parties will cooperate with AAA and with each other in promptly selecting a single arbitrator from AAA's panel of neutrals. If the parties fail to so select an arbitrator within thirty (30) days following the date of either party's notice of demand to conduct arbitration, then AAA shall appoint an arbitrator in accordance with its Commercial Rules. The award of the arbitrator will be in writing and will set forth findings of fact and conclusions of law. Judgment on the arbitrator's award will be final and binding upon the parties and may be entered in any court having jurisdiction thereof. The arbitrator's fees will be shared equally by the parties and each party will initially bear its own costs and attorney's fees, but the prevailing party shall be reimbursed by the other party for all attorney's fees, witness



fees, and arbitration costs. All papers, documents, or evidence, whether written or oral, filed with or presented in connection with the arbitration proceeding will be deemed by the parties and by the arbitrator to be confidential information of both parties. The arbitrator chosen in accordance with these provisions will not have the power to alter, amend or otherwise affect the terms of these arbitration provisions or the provisions of this Agreement. Notwithstanding the foregoing, nothing in this Section shall prevent either party from applying for and obtaining from a court a temporary restraining order and/or other injunctive relief.

Notwithstanding the foregoing provisions regarding binding arbitration, for any purpose in which the use of the court system is required, You hereby consent to the exclusive jurisdiction of the state and federal courts sitting in Maricopa County, Arizona, in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. You further agree that personal jurisdiction over You may be effected by service of process by registered or certified mail.

Foreign Usage

THEBESTIRS makes no representation that the usage of this Site, or the content provided herein, will not violate the laws of Your local jurisdiction. You are responsible for the laws of Your jurisdiction, especially if You are accessing this Site outside of the United States.

Notice.

Notices to You may be issued via electronic mail or by surface mail, in our sole discretion.



Intellectual Property Notices.

You agree that You have been suitably noticed of any trademark, trade dress, service mark, copyright, patent or any other intellectual property rights or property rights of any nature, and any violation by You of any such property rights is fairly deemed to be “willful” in nature.

All product names, marks, logos, symbols, and company names are the property of their respective owners and subject to the protection of State, Federal and International laws and regulations.

Severability

If any provision of these Terms of Use found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provision.

Contacting Us.

If there are any questions regarding the Terms and Conditions, or to provide THEBESTIRS with any information or complaint, You may contact us using the information below.

Phone: (602)889-3859

e-mail: IT@thebestirs.com

Thank You for Your visit and consideration.

THEBESTIRSIRS, and You, as of this date, execute and enter into this Agreement.