

# Terms of Service & Cancellation | Spectrum Driver Recruiters

**Professional Advertising Services** – Payment of first installment of the monthly recurring Advertising Fee entitles Customer (“Customer”) to receive advertising services from Spectrum Driver Recruiters (“Spectrum”) as follows, until such time that customer provides Spectrum with five-day advanced written notice of its desire to cancel those advertising services. The term “cancellation” shall refer exclusively to future advertising services. Under no circumstances shall a cancellation be retroactive or prorated. Any cancellation fees due Spectrum shall be billed to Customer’s credit card upon termination or as soon thereafter as possible. A delay on the part of Spectrum to charge Customer for cancellation fees shall not reduce or impact Spectrum’s right to collect such fees. The exact amount of any cancellation fees varies based on product selection. Please contact Spectrum to determine what, if any, cancellation fee applies.

Customer acknowledges, that in order for Spectrum to fulfill the services offered to Customer, Spectrum must purchase and utilized similar and dissimilar advertising products, services, materials and advertising space from outside vendors which may not be cancellable once purchased. As such, Customer acknowledges and agrees that once Advertising Services are initiated by Customer through payment of the applicable recurring advertising fee, services for that period may not be cancelled or modified without the written consent of Spectrum.

Advertising services performed by Spectrum on behalf of Customer shall include the marketing of open positions through the use of Spectrum’s registered network, internet marketing,

newspaper advertising, email, direct mail, and other forms of advertising, all at the discretion of Spectrum. Spectrum shall be responsible for management of all incoming phone calls and inquiries from drivers resulting from advertising services provided by Spectrum including, discussion of position details, addressing driver questions, and promoting the company and overall job opportunity. Spectrum will forward all interested candidates to Customer for final hiring determination.

Customer acknowledges that the effectiveness of job advertising can vary significantly based on such factors as local market conditions, job specifications, compensation, and benefits, and that services provided by Spectrum are on a best-effort basis. As such, Customer shall not hold Spectrum responsible for the results of Customer's advertising with Spectrum. Nor shall those results, in any way, constitute a breach of the terms of service offered by Spectrum. Customer further agrees that it bears the ultimate responsibility for making all final hiring decisions and as such, Customer agrees to indemnify Spectrum for any and all claims related to advertising to, and the employment of, drivers marketed as a result of the advertising services provided by Spectrum, unless such claim was the direct result of gross negligence on the part of Spectrum.

Customer acknowledges and agrees that by initiating advertising services offered by Spectrum (paying the applicable fees) that Customer hereby agrees to acceptance of the terms herein. Customer also certifies that any payments made to Spectrum are made in accordance with the issuing card's policies. Spectrum may retain Customer's card information for future orders. However, Spectrum agrees that no unauthorized (charges outside of the agreed upon recurring monthly fee) charges shall be applied to Customer's card without Customer's prior consent.

**Printable/Downloadable “Terms of Service & Cancellation”  
policy.**