Terms and Conditions

Last Updated: November 21, 2024

Welcome to **ScreenResumes**! These terms and conditions outline the rules and regulations for using our website and services (collectively referred to as the "Service"). By accessing or using the Service, you agree to comply with and be bound by these Terms and Conditions. If you disagree with any part of these terms, you must not use the Service.

1. Definitions

- "Service" refers to the ScreenResumes platform, including its website, tools, and related services.
- "User" refers to anyone accessing or using the Service.
- "Content" refers to any materials, such as text, data, or documents, uploaded to the Service by users.

2. Acceptance of Terms

By accessing or using the Service, you confirm that you accept these Terms and our Privacy Policy. If you do not agree, you may not use the Service.

3. Eligibility

You must be at least 18 years old to use the Service. By using ScreenResumes, you represent that you have the legal capacity to enter into a binding agreement.

4. Use of Service

Users may use the Service only for lawful purposes. You agree not to:

1. Violate any applicable laws or regulations.

- 2. Upload malicious, harmful, or illegal content.
- 3. Attempt to gain unauthorized access to any part of the Service.
- 4. Reverse-engineer or scrape data from the platform.

5. Account Responsibilities

Users are responsible for:

- 1. Providing accurate and up-to-date account information.
- 2. Maintaining the confidentiality of login credentials.
- 3. Notifying us immediately of unauthorized account use.

6. Intellectual Property

All content on the Service, including text, graphics, logos, and software, is the property of ScreenResumes or its licensors. You may not reproduce, distribute, or create derivative works from our content without prior written consent.

7. User Data and Privacy

We collect and process user data in accordance with our Privacy Policy. By using the Service, you agree to this data collection and use. Users retain ownership of resumes and related data they upload but grant us a license to process this data solely for the purpose of providing the Service.

8. Anti-Discrimination Disclaimer

ScreenResumes is designed to assist users in evaluating resumes, but:

- 1. **Responsibility**: Users are solely responsible for ensuring compliance with anti-discrimination laws and regulations.
- 2. Al Limitations: Our Al evaluates resumes based solely on user-defined criteria and does not independently assess protected characteristics (e.g., race, gender, age, religion, disability).

3. **Encouragement**: We encourage users to adopt fair and unbiased hiring practices in alignment with applicable laws.

9. Subscription, Payment, and Refunds

- Free Tier: Users may access a free tier during the Beta phase.
- **Paid Credits**: Additional usage requires the purchase of credits. These credits are non-refundable unless otherwise stated.
- **Future Subscriptions**: After the Beta phase, we may transition to a subscription-based model. Users will be notified of pricing changes in advance.

10. Beta Phase Disclaimer

The Service is currently in Beta and may experience bugs, downtime, or feature changes. By using the Service, you acknowledge these limitations and agree that ScreenResumes is not liable for Beta-related issues.

11. Data Security

ScreenResumes employs end-to-end encryption and stores minimal user data to facilitate account access and track credit usage. Resume data is securely processed via API integrations with third-party services like OpenAI.

12. Limitations of Liability

To the fullest extent permitted by law, ScreenResumes shall not be liable for indirect, incidental, or consequential damages arising from the use of the Service.

13. Third-Party Services

The Service may rely on third-party providers, such as OpenAI for processing and Stripe for payments. Users agree to comply with the terms of these providers.

14. Termination

We reserve the right to terminate or suspend access to the Service at any time, without prior notice, if users violate these Terms or engage in unlawful behavior.

15. Governing Law

These Terms are governed by the laws of the state of Washington, without regard to conflict of law principles.

16. Dispute Resolution

In the event of a dispute, you agree to resolve the matter through binding arbitration in Washington. Each party shall bear its own legal fees and costs.

17. Modifications to Terms

We may update these Terms at any time. Changes will take effect when posted, and continued use of the Service constitutes acceptance of the revised Terms.

18. Force Majeure

ScreenResumes is not liable for failure to perform due to causes beyond its control, including natural disasters, cyberattacks, or technical failures.

19. Contact Us

If you have any questions about these Terms, please contact us at: Email: admin@screenresumes.com Website: <u>www.screenresumes.com</u>