

Wehire.ai Terms of Service

1. Introduction

Each time you access or use Wehire.ai online and/or mobile services and websites (collectively, the “Site”), including, without limitation, Wehire.ai.com, any Wehire.ai - mobile application, and any software provided by Wehire.ai in connection with such services or websites, you: (a) represent that you have read, understood, and agree to the Wehire.ai Privacy Policy; and (b) agree to the terms and conditions of this End User Agreement (“Agreement”) with Wehire.ai.

For purposes of this Agreement, Any references to “we,” “our,” or “us” shall mean Wehire.ai.

We may change this Agreement by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Site. Any such changes will not apply to any claim brought prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes. Your access to or use of the Site following any changes to this Agreement will constitute your acceptance of such changes.

2. Services

Logging in

When logging into an Account, you agree to:

- Be responsible for the confidentiality and use of your password;
- Not transfer or resell your use of or access to the Site to any third party; and
- Not create more than one Account.

Games

After creating and registering your Account, you will be able to play a set of online neuroscience-based games (the “Games”) on the Site. You agree that Wehire.ai has the right to collect and retain your Gameplay Data when you play each of the Games. “Gameplay Data” refers to information and data collected from your behavior and actions in the course of playing the Games, including, without limitation, metadata about your real-time user interaction with the Games.

Accordingly, you agree that you will:

- Take the Games seriously and play the Games attentively;
- Carefully read the instructions before commencing each of the Games;
- NOT stop a Game halfway through, or purposely end gameplay to repeat a particular Game;
- NOT attempt to play any Game more than once in a 12-month period, either through your original Account or through the creation of an additional Account; and
- NOT attempt to delete your Gameplay Data or Trait Profile for a period of 12 months after completing the Games.

Trait profile

After your completion of all the set of Games, the Site will review your Gameplay Data and generate your specific “Trait Profile,” which contains the Site’s assessment and description of your cognitive, social, and personality traits.

You understand and acknowledge that all or parts of your Profile Information and Trait Profile may be visible to third party recruiters or employers.

Games

Wehire.ai has no obligation to store, maintain, or provide you with a copy of any information or data that you previously provided on the Site, except to the extent required by applicable law and as noted in our Privacy Policy.

Use of site by minors

The Site is not intended for use by anyone under the age of 18 years old (“Minimum Age”). However, if applicable law requires that you must be older in order for Wehire.ai to lawfully provide the features or services of the Site to you without parental consent, then the Minimum Age is such older age.

Site restrictions

Wehire.ai reserves the right to limit your access and use of the Site at our discretion. Wehire.ai reserves the right to restrict, suspend, or terminate your Account if we believe that you may be in breach of this Agreement or law or are otherwise misusing the Site (e.g. violating any the Site Rules).

Suspected fraud or anomalous activity

Wehire.ai reserves the right to use a variety of methods to detect and block any fraudulent or anomalous activity and to screen Accounts to prevent abuses such as fraud. However, such detection methods are not perfect and false positives may occur. If you use the Site, you consent to Wehire.ai enforcing these rules or attempting to prevent fraudulent or anomalous activity, which may result in a temporary or permanent suspension or termination of your Account or use of certain functions of the Site. Wehire.ai shall not be responsible or liable for any such suspension or termination, including any consequences thereof.

3. Site rules

When accessing and using the Site, you agree that you shall NOT:

1. Act in an unlawful or unprofessional manner;
2. Create an Account using a false identity or the identity of another individual;
3. Misrepresent any personal, education, or professional information when entering your Profile Information;
4. Provide any false or inaccurate response if responding to a question regarding Private Information;

5. Create multiple Accounts;
6. Use or attempt to use another individual's Account;
7. Attempt to play the Games more than once in a period of 12 months;
8. Attempt to delete or reset your Gameplay Data or Trait Profile for a period of 12 months after playing the Games;
9. Use, disclose, or distribute any data obtained in violation of this Agreement;
10. Violate the intellectual property or other rights of Wehire.ai, including, without limitation: (i) copying or distributing the software or technology related to our Site; and (ii) using the word "Wehire.ai" or our logos in any business name, email, or URL;
11. Modify, adapt, translate, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Site or any related technology and software;
12. Sell, sponsor, or otherwise monetize access to the Site or its services;
13. Sell, trade, resell, transfer, or otherwise exploit for any unauthorized commercial purpose any Account;
14. Use bots or other automated methods to access the Site;
15. Monitor the Site's availability, performance, or functionality for any competitive purpose;
16. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Site;
17. Overlay or otherwise modify the Site or its appearance;
18. Remove any copyright, trademark, or other proprietary rights notices contained in or on the Site;
19. Use features or services of the Site for any purpose other than the original intended purpose;
20. Override or attempt to override any security feature of the Site;
21. Engage in any activity that interferes with or disrupts the Site (or the servers and networks which are connected to the Site);
22. Distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other harmful code or items of a destructive or deceptive nature to the Site;
23. Use any automated system or software, whether operated by a third party or otherwise, to extract data from the Site (such as screen scraping or crawling);
24. Interfere with the operation of, or place an unreasonable load on, the Site; and
25. Bypass any limitations of the Site or suspensions of functionality.

4. Licence to candidate data and user feedback.

License to candidate data

You are the sole owner of all information and data that you enter, submit, input, and/or provide in the course of accessing and using the Site ("Candidate Data"), including, without limitation, your Profile Information, Private Information, and Gameplay Data.

You hereby grant Wehire.ai and our affiliates the following non-exclusive license: A worldwide, transferable, perpetual, royalty-free, and sublicensable right to make, use, copy, reproduce, modify, distribute, publish, display, process, prepare derivative works from, and otherwise use your Candidate Data for any purpose whatsoever, without any further consent, notice, and/or compensation to you or others, subject to applicable law and our Privacy Policy.

License to user feedback

At your discretion, you may provide feedback, suggestions, and related materials to Wehire.ai concerning the Site from time to time, including, without limitation, identifying potential errors, improvements, modifications, bug fixes, or enhancements (“User Feedback”).

If you provide any User Feedback to Wehire.ai, you hereby grant Wehire.ai and our affiliates the following non-exclusive license: A worldwide, transferable, perpetual, royalty-free, and sublicensable right to make, use, copy, reproduce, modify, distribute, publish, display, process, prepare derivative works from, and otherwise use your User Feedback for any purpose whatsoever, without any further consent, notice, and/or compensation to you or others.

By providing any User Feedback, you agree that your provision of such User Feedback is gratuitous, unsolicited, and without restriction, and will not place Wehire.ai under any fiduciary, confidentiality, or other obligation, and that we are free to disclose such Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by accepting any User Feedback, Wehire.ai does not waive any rights to use similar or related ideas previously known to Wehire.ai, or developed by our employees, or obtained from sources other than you.

5. Intellectual property rights

You understand and acknowledge that Wehire.ai owns all right, title, and interest to the Site and all proprietary rights associated therewith. Wehire.ai reserves all rights not specifically granted herein. You shall not modify any copyright notices, proprietary legends, any trademark and service mark attributions, any patent markings, or other indication of ownership on the materials accessed through the Site. Any use of materials or descriptions, any derivative use of the Site or its materials, and any use of data mining, robots, or similar data gathering and extraction tools is strictly prohibited. In no event may you frame any portion of the Site or any materials contained therein.

6. Disclaimer of warranty and limitation of liability, medical disclaimer

Disclaimer of warranty

THE SITE (AND ANY SERVICES, CONTENT, MATERIALS, AND INFORMATION AVAILABLE ON OR THROUGH THE SITE) ARE PROVIDED

“AS IS,” WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED. WEHIRE.AI AND OUR AFFILIATES EXPRESSLY DISCLAIM, TO THE EXTENT PERMITTED BY LAW, ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. WEHIRE.AI AND OUR AFFILIATES DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE SITE.

Some laws do not allow certain disclaimers, so some or all of these disclaimers above may not apply to you.

Limitation of liability

TO THE EXTENT PERMITTED UNDER LAW, WEHIRE.AI AND OUR AFFILIATES (AND THOSE THAT WEHIRE.AI WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, OR OTHERWISE, EVEN IF WEHIRE.AI OR OUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SITE, FROM RELIANCE OR DAMAGE CAUSED BY INFORMATION POSTED ON THE SITE, FROM INABILITY TO USE THE SITE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE. UNDER NO CIRCUMSTANCES SHALL WEHIRE.AI OR OUR AFFILIATES BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER’S USE OR MISUSE OF OR RELIANCE ON THE SITE.

IN NO EVENT SHALL THE LIABILITY OF WEHIRE.AI AND ITS AFFILIATES (AND THOSE THAT WEHIRE.AI WORKS WITH TO PROVIDE THE SERVICES) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, AN AMOUNT THAT IS USD \$100.

Without limiting the foregoing and to the extent allowed by applicable law, under no circumstances shall Wehire.ai or our affiliates be liable for:

- The accuracy, content, completeness, legality, reliability, operability, or availability of information or material displayed in, or linked from, the Site (including Jobs Listings) or otherwise made available on the Site by Wehire.ai;

- The deletion, failure to store, misdelivery, or untimely delivery of any information, including your Profile Information, Private Information, Gameplay Data, and Trait Profile;
- Any harm resulting from downloading or accessing any information or material on the Site, or on other online sites or services accessed through the Site;
- Any technical malfunction of the Site, including but not limited to failure of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email delivery, account login, or any other services provided by the Site as a result of technical problems or traffic congestion on the Internet or any third party website or combination thereof, including injury or damage to your or to any other person's computer, mobile device or other hardware or software, related to or resulting from using or downloading any content in connection with the Site;
- Any delay or failure in performance of the Site resulting directly or indirectly from acts of nature, forces, or causes beyond Wehire.ai's reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, electrical power failures, strikes, labor disputes, riots, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties; and
- Your use or misuse of or reliance on the Site and on any third party site you access from the Site;

Some laws do not allow the limitation or exclusion of liability, so these limits may not apply to you.

Medical disclaimer

The Company's products and services and other Content available on the Site and the App are not an attempt to practice medicine, provide a medical diagnosis, or provide specific medical advice. Use of this site does not establish a doctor-patient relationship. Any health information and links on the Site, whether provided by the Company or by contract from outside providers, is provided simply for your convenience. Additionally, the Site and the App may contain links to external websites or mobile applications. Please consult with your physician.

7. General Terms

This Agreement, together with any amendments and any additional agreements you may enter into with Wehire.ai in connection with the Site, shall constitute the entire agreement between you and Wehire.ai concerning the Site. This Agreement shall supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which

shall remain in full force and effect. You agree that this Agreement cannot be altered, amended, modified or overridden, except by a document signed by an authorized representative of Wehire.ai. For the avoidance of doubt, email or phone communication between you and an Wehire.ai representative shall not constitute an amendment or alteration of this Agreement.

If Wehire.ai doesn't act to enforce a breach of this Agreement, that does not mean that Wehire.ai has waived its right to enforce this Agreement. You agree that Wehire.ai may assign this Agreement to our affiliates or a party that buys it without your consent.

To the extent allowed by law, the English language version of this Agreement is binding and other translations are for convenience only.

8. How to contact us

If you have a question or complaint regarding the Site, please contact us online at support@wehire.ai or by mail at 541 Jefferson Ave., Suite 100 Redwood City, CA 94063 United States.