



InterviewME Terms of Service

Effective starting: 18/01/2022

These interviewME Terms of Service (these “Terms”) describe your rights and responsibilities as a customer of our platform located at <https://app.interviewme.tech/> (the “Platform”).

“interviewME”, “we” or “us” refers to interviewME Pty Ltd. “You” means the entity you represent in accepting these Terms or, if that does not apply, you individually. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to these Terms; (ii) you have read and understand these Terms; and (iii) you agree to these Terms on behalf of the party that you represent. If you do not have the legal authority to bind your employer or the applicable entity, please do not click “Sign Up” (or similar button or checkbox) that is presented to you. **PLEASE NOTE THAT IF YOU SIGN UP FOR A PRODUCT OR TO THE PLATFORM USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR ANOTHER ENTITY, THEN (A) YOU WILL BE DEEMED TO REPRESENT SUCH PARTY, (B) YOUR CLICK TO ACCEPT WILL BIND YOUR EMPLOYER OR THAT ENTITY TO THESE TERMS, AND (C) THE WORD “YOU” IN THESE TERMS WILL REFER TO YOUR EMPLOYER OR THAT ENTITY.**

These Terms are effective as of the date you first click “Sign Up” (or similar button or checkbox) or use or access the Platform, whichever is earlier (the “Effective Date”). These Terms do not have to be signed in order to be binding. You indicate your consent to these Terms by clicking “Sign Up” (or similar button or checkbox) at the time you register for the Platform, create an interviewME account, or place an Order.



1. What these Terms cover.

1.1. interviewME Platform. These Terms govern our interviewME Platform, related Support, and Additional Services as provided to you. These Terms include Our Policies (including our [Privacy Policy](#)), and your Orders.

2. How the Interview Platform is Administered.

2.1. Administrators. Through the InterviewME platform, you may be able to specify certain End Users as Administrators, who will have important rights and controls over your use of the interviewME Platform and End User Accounts. This may include making Purchases for your account (which may incur fees); creating, de-provisioning, monitoring or modifying End User Accounts, and setting End User usage permissions; and managing access to Your Data by End Users or others. Without limiting Section 2.3 (Responsibility for End Users), which fully applies to Administrators, you are responsible for whom you allow to become Administrators and any actions they take, including as described above. You agree that our responsibilities do not extend to the internal management or administration of the InterviewME Platform for you.

2.2. End User Consent. You will provide all required disclosures to and will obtain and maintain all required consents from End Users to allow:

- (1) Administrators to have the access described in these Terms and the [Privacy Policy](#)
- (2) interviewME's provision of the interviewME Platform to Administrators and End Users.

You will provide evidence of such consents upon our request.



2.3. Responsibility for End Users. Our interviewME Platform has various user onboarding flows. Some interviewME Platform flows require users to be designated by Administrators; and some may allow users to invite other users, for example, a candidate. You are responsible for understanding the settings and controls for the interviewME Platform and for controlling whom you allow to become an End User. We are only required to provide the interviewME Platform to those End Users for whom you have paid the applicable fees, and only such End Users are permitted to access and use the interviewME Platform. Please note that you are responsible for the activities of all your End Users, including Orders they may place and how End Users use Your Data, even if those End Users are not from your organization or domain.

2.4. Credentials. You must require that all your End Users keep their user IDs and passwords for the interviewME Platform strictly confidential and do not share such information with any unauthorised person. User IDs are granted to individual, named persons and may not be shared. You are responsible for any and all actions taken using your affiliated End User Accounts and passwords, and you agree to immediately notify us of any unauthorized use of which you become aware.

2.5. Age Requirement for End Users. The interviewME Platform is not intended for, and should not be used by, anyone under the age of 18. You are responsible for ensuring that all your End Users are at least 18 years old.

3. What's included in your Cloud Product subscriptions; what are the restrictions.

3.1. Access to the interviewME Platform. Subject to these Terms and during the applicable term to which you subscribe to the interviewME Platform



("Subscription Term"), you may access and use the interviewME Platform for your own business purposes or personal use, as applicable, all in accordance with these Terms. The rights granted to you in this Section 3.1 are non-exclusive, non-sublicensable and non-transferable.

3.2. Support. During the Subscription Term, we will provide Support for the interviewME Platform in accordance with our [Support Policy](#) (to the extent applicable), and the applicable Order.

3.3. Restrictions. Except as otherwise expressly permitted in these Terms, you will not:

- (1) Reproduce, modify, adapt or create derivative works of the interviewME Platform;
- (2) Rent, lease, distribute, sell, sublicense, transfer or provide access to the interviewME Platform to a third party outside of the intended use;
- (3) Use the interviewME Platform for the benefit of any third party;
- (4) Incorporate any part of the interviewME Platform into a product or service you provide to a third party;
- (5) Interfere with or otherwise circumvent mechanisms in the interviewME Platform intended to limit your use;
- (6) Reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the interviewME Platform, except to the extent expressly permitted by applicable law (and then only upon advance notice to us);
- (7) Remove or obscure any proprietary or other notices contained on the interviewME Platform;
- (8) Use the interviewME Platform for competitive analysis or to build competitive products;



- (9) Publicly disseminate information regarding the performance of the interviewME Platform;
- (10) Encourage or assist any third party to do any of the foregoing.

4. Our security and data privacy policies.

4.1. Security and Certifications. We implement and maintain physical, technical and administrative security measures designed to protect Your Data from unauthorized access, destruction, use, modification, or disclosure. We also maintain a compliance program that includes independent third-party audits and certifications.

4.2. Privacy. We collect and use all such data and personal information in accordance with our [Privacy Policy](#), which you acknowledge.

4.3. Improving the interviewME Platform. We are always striving to improve the interviewME Platform. In order to do so, we use analytics techniques to better understand how the interviewME Platform is being used. For more information on these techniques and the type of data collected, please read our [Privacy Policy](#).

5. Terms that apply to Your Data.

5.1. Using Your Data. You retain all right, title and interest in and to Your Data in the when submitted to the interviewME Platform. Subject to these Terms, and solely to the extent necessary to provide the interviewME Platform to you, you grant us a worldwide, limited term license to access, use, process, copy, distribute, perform, export, and display Your Data but always in accordance with our [Privacy Policy](#). We may also access your accounts and End User Accounts, in order to respond to your support requests or that of an End User.



5.2. Your Data Compliance Obligations. You and your use of the interviewME Platform (including use by your End Users) must always comply with these Terms and all applicable laws. You represent and warrant that:

(1) You have obtained all necessary rights, releases and permissions to submit all your required Data to the interviewME Platform and to grant the rights granted to us in these Terms;

(2) Your Data and its submission and use as you authorize in these Terms will not violate:

(2.1) Any laws;

(2.2) Any third-party intellectual property, privacy, publicity or other rights;

(2.3) Any of your or our third-party policies or terms governing your Data.

Other than our express obligations under clause 4 (Our security and data privacy policies), we assume no responsibility or liability for your Data, and you are solely responsible for your Data and the consequences of submitting and using it with the interviewME Platform.

5.3. Your Indemnity. You will defend, indemnify and hold harmless us (and our Affiliates, officers, directors, agents and employees) from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from any claim arising from or related to:

(1) Your breach of clause 2.3 (End User Consent) or any claims or disputes brought by your End Users arising out of their use of the interviewME Platform;

(2) Your breach (or alleged breach) of clauses 5.2 (Your Data Compliance Obligations);

(3) Your Materials.



5.4. Removals and Suspension. We have no obligation to monitor any content uploaded to the interviewME Platform. Nonetheless, if we deem such action necessary based on your violation of these Terms, including Our Policies, or in response to takedown requests that we receive, we may:

- (1) Remove your Data from the interviewME Platform
- (2) Suspend your access to the interviewME Platform.

We will use reasonable efforts to provide you with advance notice of removals and suspensions when practicable, but if we determine that your actions endanger the operation of the interviewME Platform, other users or otherwise, we may suspend your access or remove Your Data immediately without notice. We have no liability to you for removing or deleting Your Data from or suspending your access to the interviewME Platform as described in this clause 5.4.

6. Additional Services.

6.1. Additional Services. Subject to these Terms, you may purchase Additional Services like our Top-Up packages we will provide to you pursuant to the applicable subscription Purchase.

7. Billing, renewals, and payment.

7.1. Monthly and Annual Plans. The interviewME Platform is offered either on a monthly subscription basis or an annual subscription basis.

7.2. Renewals. Except as otherwise specified in your Purchase, unless either party cancels your subscription prior to expiration of the current Subscription Term, your subscription will automatically renew for another Subscription Term of a period equal to your initial Subscription Term. You will provide any notice of non-renewal through the means we designate, which



may include account settings on the interviewME Platform or contacting our support team. Cancelling your subscription means that you will not be charged for the next billing cycle, but you will not receive any refunds or credits for amounts that have already been charged. All renewals are subject to will be charged at the then-current rates.

7.3. Adding Users. You may add users, or otherwise increase your use of the interviewME Platform by purchasing an available package for a new subscription or modifying an existing subscription. Unless otherwise specified in the applicable subscription, we will charge you for any increased use at our then-current rates, prorated for the remainder of the then-current Subscription Term.

7.4. Payment. You will pay all fees in accordance with each the package that you select, by the due dates and in the currency specified in the Purchase in advance in respect of each billing period. If a PO number is required in order for an invoice to be paid, then you must provide such PO number to interviewME by emailing the PO number to billing@interviewME.tech

7.5. Delivery. We will deliver the login instructions for the interviewME Platform to your account or through other reasonable means no later than when we have received payment of the applicable fees. You are responsible for accessing your account to determine that we have received payment and that your Purchase has been processed. All deliveries under these Terms will be electronic.

8. Our return policy. As part of our commitment to customer satisfaction you may request a refund of your initial purchase for access to the interviewME Platform or a Top Up package under these Terms, for no reason or any



reason, by submitting a request to us no later than thirty (30) days after the initial purchase date. In this regard, we will refund you the amount paid under such Purchase subject to our review. This termination and refund right applies only to your initial Purchase of a subscription to the interviewME Platform and only if you exercise your termination right within the period specified above. You understand that we may change this practice in the future in accordance with clause 16 (Changes to these Terms).

9. No contingencies on other products of future functionality. You agree that your purchases are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments we make regarding future functionality or features.

10. IP Rights on the interviewME Platform and Feedback. The interviewME Platform is made available on a limited access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as “purchase” or “sale”. We have and retain all right, title and interest, including all intellectual property rights, in and to the InterviewME Platform. From time to time, you may choose to submit feedback to us. We may in connection with any of our products or services freely use, copy, disclose, license, distribute and exploit any feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in these Terms limits our right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

11. Confidentiality. Except as otherwise set forth in these Terms, each party agrees that all code, inventions, know-how and business, technical and financial information disclosed to such party (“Receiving Party”) by the



disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any of Our Technology and any performance information relating to the interviewME Platform will be deemed our Confidential Information without any marking or further designation. Except as expressly authorized herein, the Receiving Party will:

- (1) Hold in confidence and not disclose any Confidential Information to third parties; and
- (2) Not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under these Terms.

The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that they are bound to confidentiality obligations no less protective of the Disclosing Party than this clause 11 and that the Receiving Party remains responsible for compliance by them with the terms of this clause 11. The Receiving Party's confidentiality obligations will not apply to information which the Receiving Party can document:

- (1) Was rightfully in its possession or known to it prior to receipt of the Confidential Information as evidenced from its written records;
- (2) Is or has become public knowledge through no fault of the Receiving Party;
- (3) Is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation;
- (4) Is independently developed by employees of the Receiving Party who had no access to such information.



The Receiving Party may also disclose Confidential Information if so, required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

12. Term and Termination.

12.1. Term. These Terms are effective as of the Effective Date and expire on the date of expiration or termination of all Subscription Terms unless such specific clauses, of necessity, are required to survive termination, which shall survive termination.

12.2. Termination for Cause. Either party may terminate these Terms (including all related Purchases) if the other party:

- (1) Fails to cure any material breach of these Terms within thirty (30) days after notice;
- (2) Ceases operation without a successor;
- (3) Seeks protection under any bankruptcy, business rescue, liquidation, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

12.3. Termination for Convenience. You may choose to stop using the interviewME Platform and terminate these Terms (including all Purchases)



at any time for any reason upon written notice to us, and which shall terminate at the end of the then current Subscription Term, but, unless you are applying to terminate early pursuant to clause 8 (Our return policy), upon any such termination:

- (1) You will not be entitled to a refund of any pre-paid fees; and
- (2) If you have not already paid all applicable fees for the then-current Subscription Term or related services period (as applicable), any such fees that are outstanding will become immediately due and payable.

13 Warranties and Disclaimer.

13.1. Mutual Warranties. Each party represents and warrants that it has the legal power and authority to enter into these Terms.

13.2. Our Warranties. We warrant, for your benefit only, that we use commercially reasonable efforts to prevent introduction of viruses, trojan horses or similar harmful materials into the interviewME Platform (but we are not responsible for harmful materials submitted by you or End Users).

13.3. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS CLAUSE 13, ALL interviewME SERVICES, SUPPORT AND ADDITIONAL SERVICES ARE PROVIDED "AS IS," AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING OUR EXPRESS OBLIGATIONS IN THESE TERMS, WE DO NOT WARRANT THAT YOUR USE OF THE CLOUD PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT WE WILL REVIEW YOUR DATA FOR ACCURACY OR THAT WE WILL PRESERVE OR MAINTAIN YOUR DATA WITHOUT LOSS. YOU UNDERSTAND THAT USE OF THE interviewME PLATFORM NECESSARILY INVOLVES TRANSMISSION OF



YOUR DATA OVER NETWORKS THAT WE DO NOT OWN, OPERATE OR CONTROL, AND WE ARE NOT RESPONSIBLE FOR ANY OF YOUR DATA LOST, ALTERED, INTERCEPTED OR STORED ACROSS SUCH NETWORKS. WE CANNOT GUARANTEE THAT OUR SECURITY PROCEDURES WILL BE ERROR-FREE, THAT TRANSMISSIONS OF YOUR DATA WILL ALWAYS BE SECURE OR THAT UNAUTHORIZED THIRD PARTIES WILL NEVER BE ABLE TO DEFEAT OUR SECURITY MEASURES. WE WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OUR REASONABLE CONTROL. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

14. Limitation of Liability.

14.1. Consequential Damages Waiver. EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

15. Publicity Rights. We may identify you as an interviewME customer in our promotional materials subject to our Privacy Policy. We will promptly stop doing so upon your request sent to support@interviewME.tech



16. Changes to these Terms. We may modify the terms and conditions of these Terms (including Our Policies) from time to time, with notice to you in accordance with clause 17.1 (Notices) or by posting the modified Terms on our website. Together with notice, we will specify the effective date of the modifications.

16.1. Paid Subscriptions. Except as otherwise indicated below, modifications to these Terms will take effect at the next renewal of your Subscription Term and will automatically apply as of the renewal date unless you elect not to renew pursuant to clause 7.2 (Renewals). Notwithstanding the foregoing, in some cases (e.g., to address compliance with Laws, or as necessary for new features) we may specify that such modifications become effective during your then-current Subscription Term. If the Effective Date of such modifications is during your then-current Subscription Term and you object to the modifications, then (as your exclusive remedy) you may terminate your affected Purchases upon notice to us, and we will refund you any fees you have pre-paid for use of the interviewME Platform for the terminated portion of the applicable Subscription Term. To exercise this right, you must provide us with notice of your objection and termination within thirty (30) days of us providing notice of the modifications. For the avoidance of doubt, any Purchase is subject to the version of these Terms in effect at the time of the Purchase.

16.2. Our Policies. We may modify Our Policies to take effect during your then-current Subscription Term in order to respond to changes in our products, our business, or Laws. In this case, unless required by Laws, we agree not to make modifications to Our Policies that, considered as a whole, would substantially diminish our obligations during your then-current Subscription



Term. Modifications to Our Policies will take effect automatically as of the effective date specified for the updated policies.

17. General Provisions.

17.1. Notices. Any notice under these Terms must be given in writing. We may provide notice to you through your provided Email Address, your account or in-product notifications. You agree that any electronic communication will satisfy any applicable legal communication requirements, including that such communications be in writing. Any notice to you will be deemed given upon the first business day after we send it. You will provide notice to us by post to interviewME Pty Ltd, 27 Willow Crescent, Saint Andrews, Bedfordview, Johannesburg, 2007, Attn: General Counsel or email to support@interviewme.tech. Your notices to us will be deemed given upon receipt.

17.2. Entire Agreement. These Terms are the entire agreement between you and us relating to the interviewME Platform and any other subject matter covered by these Terms and supersede all prior or contemporaneous oral or written communications, proposals and representations between you and us with respect to the interviewME Platform or any other subject matter covered by these Terms. No provision of any purchase or other business form employed by you will supersede or supplement the terms and conditions of these Terms, and any such document relating to these Terms will be for administrative purposes only and will have no legal effect.



17.3 Disputes. Any dispute which arises between you and us in respect of these Terms shall be referred to a committee comprising one of our representatives and you, who will both use their best endeavours to resolve

the dispute within 14 (fourteen) business days of the dispute having been referred to them. If the dispute cannot be resolved in accordance with the foregoing, then, at our election, the dispute shall be finally resolved by the appropriate small claims court or Magistrate's court in Johannesburg, Gauteng, South Africa.

17.4 Survival. The expiration, cancellation or other termination of these Terms shall not affect the provisions of these Terms which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.

17.5 Severability. Each of the provisions of Terms are separate and severable and enforceable accordingly. If any such term or condition is or becomes unenforceable for any reason whatsoever, that term or condition is severable from and shall not affect the validity of any other term or condition contained in these Terms.

17.6 Indulgences. No indulgence, leniency or extension of time which you or us may give each other, or allow each other in respect of the performance



of any obligation hereunder, shall in any way prejudice the party giving or allowing the indulgence, leniency or extension or preclude such party from

exercising any of its rights an enforcing the obligations of the other party in respect of these Terms.

17.7 Cession and assignment. We may on written notice to you cede all or any of our rights in connection with these Terms to any other person or entity, without your consent of the Borrower. You however may not cede, assign, delegate, alienate, transfer, sub-contract or otherwise part with any of your rights or obligations in terms of these Terms, other than with our express prior written consent.