

## Terms of Use

### Terms and Conditions for the Provision of Electronic Services via the Sohired Service

#### Definitions

**Service Provider** Behired Sp. z o.o. (LLC), located in Walendów, Poland at Koncertowa Street 14, 05-830 Walendów, registered in the Register of Entrepreneurs maintained by the District Court for the capital city of Warsaw in Warsaw, XIV Commercial Division of the National Court Register under the number KRS: 0001095382, NIP: 5342677197, REGON: 528148478, with a share capital of 5000,00 PLN.

**User** A natural person, legal person, or organizational unit without legal personality (typically a Recruitment Agency, Independent Recruiter, or Hiring Manager) acting in a professional capacity who has registered on the Service.

**Service** The B2B SaaS platform located at [sohired.com](https://sohired.com) (or designated domain) through which the Service Provider enables the acceleration of the recruitment lifecycle. The Service includes AI-powered features such as:

- **Candidate Match Analysis:** Scoring and SWOT-style breakdown of candidate fit against job descriptions.
- **Blind Resume Builder:** Automatically stripping contact info and tailoring resumes to job descriptions without fabrication.
- **Document Generation:** Creating Candidate Submittal Summaries, Screening Scripts, and Selection Criteria matrices.
- **Interview Prep:** Generating job-specific Q&A for candidates.

**Subscription** A paid service consisting of providing the User with continuous access to the functionalities of the Service after any applicable Trial Period.

**Trial Period** A 14-day free access period granted automatically upon signup.

**Account** A set of settings allowing the User to manage their Client Database, Candidate Database, and Subscription.

**Candidate Data** Personal data and documents (Resumes/CVs) of third parties uploaded by the User to the Service for processing.

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## 1. General Provisions

1. The Service Provider provides the Subscription service in accordance with the Terms and Conditions.
2. The User is obliged to adhere to the provisions of the Terms and Conditions.
3. An agreement between the User and the Service Provider is concluded at the moment of filling out the registration form and accepting the Terms and Conditions.
4. To properly use the Service, the User should ensure the following technical requirements:
  - Access to the Internet;
  - Access to a web browser (Desktop-first is recommended for complex data entry);
  - A current e-mail address.
5. The Subscription service requires the User to input or upload Client Job Descriptions and Candidate Resumes (PDF/Word).
6. The User warrants that they have the legal right and necessary consents to upload Candidate Data to the Service for processing, in compliance with GDPR/CCPA and relevant data privacy laws.
7. The User is obliged to use the Service strictly for professional recruitment purposes and must not use the Service to violate the rights of third parties or the legitimate interests of the Service Provider.
8. The Service Provider may refuse to provide the Service if the User violates the Terms and Conditions.

## **2. Payments and Subscription**

1. To use the Subscription beyond the Trial Period, the User is required to set up a Payment method.
2. The Service includes an automatic 14-day free trial upon signup.
3. If Payment is not made after the Trial Period or current Billing Period expires, access to premium features may be suspended or the Subscription may expire.
4. The User may cancel the Subscription at any time via the "Subscription Management" settings. Cancellation takes effect at the end of the current Billing Period.
5. Payments already made are non-refundable.

## **3. Complaints**

1. The User may file a complaint regarding the functionality of the Service (e.g., errors in Document Generation or Parsing).
2. The complaint should include:
  - The User's email address associated with the Account;
  - A description of the error or issue.
3. Complaints should be submitted via email to: [support@sohired.com](mailto:support@sohired.com) (or designated support email).
4. The Service Provider will consider complaints within 14 days.

## **4. Technologies/AI Used**

1. The Service utilizes Artificial Intelligence (AI) to perform Candidate Match Analysis, Resume Tailoring ("Blinding"), and Document Generation.
2. **No Fabrication Policy:** While the Service uses AI to reformat and highlight skills in "Blind Resumes," it is designed to strictly enhance and reformat existing data without fabricating experience. However, the Service Provider does not guarantee the absolute accuracy of AI-generated content.
3. **Human Review:** The User acknowledges that AI outputs (including Screening Scripts, Match Scores, and Blind Resumes) are suggestions. The User is obliged to review and edit all generated documents for accuracy before sending them to Clients.

## 5. Personal Data & Confidentiality

1. The rules for processing personal data of Users are set out in the Privacy Policy.
2. **Processing of Third-Party Data:** In the context of Candidate Data uploaded by the User (e.g., resumes), the User acts as the Data Controller and the Service Provider acts as the Data Processor.
3. The Service Provider employs security measures to protect PII (Personally Identifiable Information) stored in the Customer and Candidate Databases.

## 6. Liability

1. The Service Provider is not liable for the outcome of any recruitment process managed through the Service (e.g., whether a candidate is hired by a Client).
2. The Service Provider is not responsible for the accuracy of the "Match Score" or "SWOT Analysis" provided by the AI, as these are estimation tools to assist the recruiter's judgment.
3. The Service Provider is not liable for any errors in "Blind Resumes" that may arise from AI hallucination or parsing errors. The User bears full responsibility for verifying the content of documents sent to their Clients.
4. The Service Provider is not liable for damages resulting from the lack of continuity in providing the Service (e.g., force majeure or technical maintenance).

## 7. Final Provisions

1. The Service Provider reserves the right to temporarily cease providing the Service for maintenance or updates (e.g., improving AI models).
2. The Service Provider reserves the right to change the Terms and Conditions.
3. The binding version of the Terms and Conditions is in the Polish language (unless otherwise specified by local law).