

# Acceptable Use Policy

*Last updated: 16 July 2024*

We are Sapia&Co Pty Ltd (“**Sapia.ai**” / “**we**” / “**us**” / “**our**”) – a software provider offering recruitment intelligence software solutions. This Acceptable Use Policy (“**Policy**”) applies to your access and use of the hosted services provided or made available by us as a service via the internet (“**Services**”); and the online platform managed by us and used by us to provide the Services (“**Platform**”).

If you access our Platform and/or use the Services, this Policy applies to you. Failure to comply with this Policy may lead to suspension or termination of the Services and/or restricted access to the Platform at our discretion.

The terms of this Policy apply in addition to those contained in your Software Purchase Agreement (“**Agreement**”). Compliance with this Policy is a condition of the Agreement. If you access the Platform and/or use the Services, your access and/or use will constitute acceptance of the terms of this Policy as published on the website at that time.

We may change this Policy from time to time. All changes are effective immediately upon publication on our website. It is your responsibility to review our Acceptable Use Policy regularly. If you disagree with our changes, you must stop using our Platform and/or Services immediately.

## How you can use our Platform and Services

Only your employees, agents or independent contractors authorised by you (“**Authorised Users**”) may use the Platform and Services. You acknowledge that only the Authorised Users are intended to benefit from using the Platform and Services in any way. You agree that you are always responsible for any access credentials (including usernames and passwords) we issue to you or your Authorised Users, including ensuring that no one other than your Authorised Users has access to such credentials.

You agree to use the Platform and Services only in accordance with the Agreement and to comply with all its provisions in addition to the provisions of this Policy.

## Things you cannot do

In using the Platform and Services, you must never:

- permit any person who is not an Authorised Person to access or use the Services or use the Services to provide services to third parties;
- make or attempt to make any alteration to the Platform;

- use the Services in any way that causes, or may cause, damage to the Services or the Platform or impairment of the availability or accessibility of the Services;
- use the Services in a manner that is unlawful, harmful, illegal, fraudulent, discriminatory, or otherwise improper, or in connection with any unlawful, harmful, illegal, fraudulent, discriminatory, or otherwise improper purpose or activity;
- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform (including any Platform software) or documentation relating to the Platform or Services which we provide or make available to you from time to time (“Documentation”) in any form or media or by any means;
- use any robot, spider, retrieval application, or other manual or automatic device or process to retrieve, index, data mine, harvest, scrape or in any way reproduce or circumvent the navigational structure or presentation of the Platform or its content, including any data, software code information or metadata;
- attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Platform (including any Platform software);
- licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or make the Services or Documentation available to any third party except the Authorised Users;
- infringe our intellectual property rights;
- engage in activity contrary to our public image, goodwill, or reputation;
- during use of the Services, access, store, distribute or transmit any viruses or any material that:
  - is unlawful, harmful, threatening, defamatory, or obscene;
  - infringes any intellectual property rights of a third party, including any copyright, database right or trademark;
  - is known to contain any advertising or promotion for another company and/or website;
  - facilitates illegal activity;
  - depicts sexually explicit images;
  - is discriminatory based on (without limitation) race, gender, colour, religious belief, sexual orientation, disability; or
  - is otherwise illegal or causes damage or injury to any person or property.
- attempt to access the software code (including object code, intermediate code, and source code) of the Platform;
- permit other individuals or entities to copy or otherwise access any findings, observations or understandings which are generated by the Platform using data provided by you, your Authorised Users, or an applicant (“**Data-Driven Insights**”);
- attempt to probe or test the accuracy or vulnerability of the Data-Driven Insights or any other aspect of the Services, or request or otherwise facilitate a third party to do so;
- interfere or attempt to interfere with the ability of any other Authorised User to access, use or enjoy the Services or Platform;

- threaten harm to persons or property or engage in otherwise harassing or intimidating behaviour; or
- use the Services to mislead or deceive anyone.

## What if I have any questions?

If you need further help and wish to contact us, you can contact us at [support@sapia.ai](mailto:support@sapia.ai).