

Terms of Service

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We are Sapia&Co Pty Ltd (“**Sapia.ai**” / “**we**” / “**us**” / “**our**”) – a software provider offering recruitment intelligence software solutions to our clients (“**Platform**”).

When applying for roles, especially with big companies, candidates often can't fully express why they would be great for the job. With thousands of resumes to review, great candidates like you can get missed. That's why we launched Sapia.ai. To give every candidate a fair chance and the opportunity to be interviewed and assessed equally. Our clients shared this objective and chose us as a partner to provide you with an online interview.

By starting your interview, you agree to comply with our (“**Terms**”) set out below. We've tried to make our Terms easy to read and understand, avoiding jargon wherever we can. However, please read them carefully because they're legally binding.

What do I need to know?

- You must maintain a secure internet connection. We save all your information as you progress through an interview. However, if you lose access due to a disruption in your telecommunications or internet service, we will not be liable for any losses suffered
- You must keep your details safe. Be careful to keep your interview URL(s) confidential. If you think someone else might have access to your interview details, you should contact us as soon as possible
- You must refrain from attempting to gain unauthorised access. Whether this is to the Platform itself, the server on which Sapia.ai is managed, or any server, computer or database connected to our products
- Do not reverse engineer Sapia.ai or otherwise attempt to derive or obtain information about our products functioning, manufacture, or operation. You must not attempt to modify, translate, or create derivative works based on our products except using functionality available in the Platform. You cannot copy, rent, lease, distribute, pledge, assign or otherwise transfer or encumber rights to any of our products
- You are responsible for ensuring you have virus protection software. Unfortunately, we cannot guarantee that our website will be secure or free from bugs or viruses
- Our products are for non-commercial use only. You acknowledge and agree that you can only use our products to find employment, complete an interview, or in the case of our clients, complete a demo or testing of our product
- You may not transfer, sell, distribute, lease, sublease, assign or licence our product to any third parties.

What about my responses during the interview?

All responses you give through our products must:

- be accurate (where it states facts);
- be genuinely held (where it states opinions);
- be your own work (not plagiarised); and
- comply with applicable law.

In addition, your responses must not:

- be defamatory of anyone or could bully, insult, intimidate, discriminate, or humiliate someone;
- be unlawful;
- promote sexually explicit material;
- promote violence;
- infringe any copyright, database right or trademark;
- be likely to deceive;
- be known to contain any advertising or promotion for another company and/or site; and/or
- be known to introduce viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

What is Sapia.ai's role?

Each of our products is provided to you as is. We will not give any guarantees or protections as to its performance or your use of it.

Our products may contain links to other sites and resources provided by third parties. These are provided for your information only. They should not be interpreted as our approval of those linked websites or information you may obtain from them. Sapia.ai makes no warranties and accepts no liability concerning material on external sites.

We do not guarantee that our website or content will always be available or uninterrupted. For business and operational reasons, we may suspend, withdraw, or restrict the availability of all or any part of our website. We will try to give you reasonable notice of any suspension or withdrawal.

We may suspend or withdraw any of our products at any time. We do not guarantee that our Platform will always be available or be uninterrupted. We may suspend, withdraw, or restrict the availability of all or any part of our Platform for business and operational reasons.

If we discover that you have breached any of our terms, we may take the following action/s:

- contact your recruiter or employer directly about the breach;
- immediately withdraw your right to use our products, either temporarily or permanently;
- instigate legal action against you; and/or

- disclose such information to law enforcement authorities as necessary or as required by law.

Who owns the intellectual property?

We are the owner or licensee of all intellectual property rights in our products, including any modifications and improvements you or we made or suggested. Copyright laws and treaties around the world protect those works. All such rights are reserved.

We provide you with a worldwide, non-exclusive, non-transferable, non-sublicensable, revocable, limited-term licence for personal use only. This licence allows you to use our products to undertake your interview or, in the case of our clients, complete a demo or test our products.

How do you use my personal data?

Generally, we will process your data on behalf of the organisation where you've applied for a job. For more information on how we use your data, please visit our [Privacy Policy](#).

Are you liable for any losses?

We do not limit any losses that we are not allowed to limit. We do not exclude or limit in any way our liability to you where it would be unlawful to do so, for example, death or personal injury caused by our negligence.

We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is apparent that it will happen. Alternatively, if at the time these Terms apply, both you and we knew it might happen, for example, if you discussed it with us.

We provide our website for personal use only if you are using our products as a candidate. This means that, even if we don't follow these Terms, we're not responsible for any business interruption or loss of earnings or opportunities.

Is there anything else I need to know?

As our products evolve, we might have to change these Terms. We will do this by uploading the latest version with a date confirming when they went live. If you continue using our services after we make changes to the Terms, it means you've agreed to them. The new version of the Terms will replace the old version.

In the future, we might transfer our rights and obligations under these Terms to another company, provided it doesn't materially affect your rights. However, you can't transfer your rights or obligations under these Terms to anybody else. This is because these Terms are personal to you – and nobody else is entitled to benefit from them.

What laws apply to these Terms?

The laws of Victoria, Australia, govern these Terms. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria, Australia.

What if I have any questions?

If you need more information about our products, please visit our [candidate hub](#), where you can find answers to frequently asked questions. If you need further help and wish to contact us, click the “Help” button at the bottom of the candidate hub.

We wish you the best of luck with your interview!