

Terms of Use

ScalePoint HR Candidate Evaluation Tool

Effective Date: May 17, 2026

Last Updated: June 4, 2026

These Terms of Use ("Terms") govern your access to and use of the ScalePoint HR Candidate Evaluation Tool (the "Service"), provided by **ScalePoint HR LLC**, a California limited liability company ("ScalePoint HR," "we," "us," or "our").

Please read these Terms carefully. By accessing or using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

1. Agreement to Terms

By accessing the Service, submitting candidate materials for evaluation, or completing a purchase, you agree to be bound by these Terms and by our Privacy Policy, which is incorporated by reference. If you are using the Service on behalf of a company or other organization, you represent that you have authority to bind that organization to these Terms, and "you" and "Customer" refer to that organization.

2. Description of the Service

The Service is an AI-assisted candidate evaluation tool that allows Customers to submit candidate materials (such as resumes) and receive an AI-generated evaluation summary.

The Service is designed to reduce certain personal data from uploaded materials before AI processing. This reduction is a design feature, not a guarantee of complete anonymization or de-identification.

The Service is designed to minimize retention of uploaded resumes and candidate data, and does not intentionally retain such data after processing.

The Service produces advisory output intended to support, not replace, human judgment. The Service does not make hiring decisions, does not guarantee candidate quality, and does not produce a binding hiring recommendation or decision.

3. Eligibility and Geographic Scope

The Service is currently offered only to users located in the United States. By using the Service, you represent that:

- You are accessing the Service from within the United States;
- You are at least 18 years of age; and
- If using the Service on behalf of an organization, you are authorized to bind that organization.

The Service is not offered, and is not intended for use, in the European Union, the United Kingdom, or other jurisdictions outside the United States. We reserve the right to refuse or terminate access if we reasonably determine that the Service is being used outside its intended geographic scope.

4. Access and Payment

Access to the Service does not currently require account registration. Use of the Service is on a per-evaluation basis.

Pricing is displayed at the time of purchase. Payment is processed through Stripe, our third-party payment provider. You are responsible for the accuracy of the billing information you provide and for any charges incurred under that billing information.

By completing a purchase, you authorize ScalePoint HR (through Stripe) to charge the applicable amount to your designated payment method.

5. Refunds

The Service is generally non-refundable. We will, however, provide a remedy in the limited circumstances described below.

Eligible for refund or re-run (technical failure):

- Payment was processed but no evaluation was produced;
- Duplicate billing occurred due to a system error;
- A system crash prevented delivery of the evaluation; or
- The Service produced a corrupted or unreadable output.

Not eligible:

- Disagreement with the evaluation or recommendation;
- Dissatisfaction with the AI analysis or its tone, format, or conclusions;
- Dissatisfaction with hiring outcomes following use of the Service;
- Submission of incorrect, incomplete, or unintended materials by the user; or
- Poor input quality (for example, a low-quality, incomplete, or unclear resume or job description) producing a correspondingly limited output.

- Resumes that cannot be evaluated because personal contact information is detected in the document are not eligible for replacement evaluations, credits, refunds, or reruns.

Where a technical failure occurs, ScalePoint HR will, at its option, either re-run the evaluation at no additional cost or issue a refund. Re-running the evaluation is our default remedy.

To request a remedy under this section, contact steve@scalepointhr.com within seven (7) days of the affected transaction with the relevant transaction details.

6. Customer Obligations and Acceptable Use

By using the Service, you represent, warrant, and agree that:

Regarding candidate data:

- You have the legal right to submit any candidate materials and personal data you upload to the Service;
- You have provided any notice and obtained any consent required under applicable law for that submission;
- The data subjects whose materials you submit are not located in the European Union, the United Kingdom, or other jurisdictions where the Service is not offered.

Regarding use of output:

- You will treat the output as one input among many in your hiring process, and will not make hiring decisions solely on the basis of output produced by the Service;
- You remain solely responsible for all hiring, interviewing, employment, and compliance decisions, regardless of any output produced by the Service;
- You will not use the Service in a manner that discriminates against any individual or group on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, or any other characteristic protected by applicable federal, state, or local law.

Regarding the Service itself:

- You will not attempt to reverse-engineer, decompile, scrape, copy, or otherwise misuse the Service, its underlying prompts, or its evaluation framework;
- You will not use the Service to submit unlawful, fraudulent, or misleading content;
- You will not attempt to gain unauthorized access to any part of the Service or its infrastructure.

7. AI-Generated Output — Limitations and Disclaimers

You acknowledge and agree that the output produced by the Service is generated by artificial intelligence, including third-party large language models. You further acknowledge that:

- AI-generated output may contain errors, omissions, biases, or inaccuracies;
- The output is advisory only and requires human review;
- ScalePoint HR makes no representation or warranty that the output is accurate, complete, current, free from potential bias, or suitable for any particular hiring decision;
- ScalePoint HR makes no representation or warranty regarding any candidate's actual qualifications, character, or fitness for any role;
- You are solely responsible for compliance with all applicable employment laws and regulations, including Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Employment Opportunity Commission's guidance, and any state or local laws governing the use of artificial intelligence in employment decisions;
- The Service is not designed or intended to satisfy any legal obligation applicable to hiring, employment, or AI-governance compliance, including under any federal, state, or local law regulating the use of artificial intelligence in employment decisions.

The Service does not perform background checks, identity verification, credential verification, employment verification, or reference checks. The Service does not predict job performance.

8. No Professional Advice

The Service produces AI-generated candidate evaluations for informational purposes only. The Service does not constitute, and ScalePoint HR LLC does not provide through the Service:

- Legal advice or counsel;
- HR compliance advice or counsel;
- Employment law advice;
- Staffing, recruiting, or placement agency services; or
- Background check, verification, or reference-checking services.

Customer should consult appropriate legal, HR, and compliance professionals for advice specific to its situation.

ScalePoint HR LLC may offer separate advisory services outside of the Service; those services, when engaged, are governed by separate written agreements and are not provided through the Service.

9. Intellectual Property

Our intellectual property. ScalePoint HR LLC owns and retains all right, title, and interest in and to the Service, including the underlying software, the evaluation framework, the prompts, the methodology, the user interface, the ScalePoint HR name and brand, and all related intellectual property. No license or right is granted to you except as expressly set forth in these Terms.

Your data. As between you and ScalePoint HR, you retain ownership of the candidate materials and data you submit to the Service.

Your license to use output. Subject to your compliance with these Terms, ScalePoint HR grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use the output produced by the Service for your internal hiring purposes. You may not resell, redistribute, or commercialize the output, or use it to train, develop, or improve any competing product or service.

10. Third-Party Services

Certain features of the Service rely on third-party providers, including:

- **Stripe**, for payment processing; and
- **OpenAI**, for AI processing.

Use of the Service involves processing of certain data by these providers in accordance with their own policies and practices. ScalePoint HR is not responsible for the acts or omissions of these third-party providers, and your relationship with each provider, where applicable, is governed by that provider's own terms.

11. Confidentiality

ScalePoint HR will treat candidate materials and Customer-identifying information submitted to the Service as confidential and will not disclose such information except:

- As reasonably necessary to operate and deliver the Service (including processing by third-party providers identified in Section 10);
- As required by law, legal process, or governmental request;
- To enforce these Terms or protect the rights, property, or safety of ScalePoint HR, its users, or others; or
- With your consent.

Aggregated or de-identified data that cannot reasonably be used to identify any individual or organization is not considered confidential under this section.

12. Disclaimers of Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SCALEPOINT HR DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, TITLE, OR UNINTERRUPTED OR ERROR-FREE OPERATION.

WITHOUT LIMITING THE FOREGOING, SCALEPOINT HR DOES NOT WARRANT THAT:

- THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS;
- THE OUTPUT WILL BE ACCURATE, COMPLETE, RELIABLE, OR FREE FROM POTENTIAL BIAS;
- THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; OR
- DEFECTS WILL BE CORRECTED.

YOU USE THE SERVICE AT YOUR OWN RISK.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SCALEPOINT HR LLC, ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST DATA, LOST OPPORTUNITY, REPUTATIONAL HARM, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THE SERVICE OR THESE TERMS, EVEN IF SCALEPOINT HR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, SCALEPOINT HR WILL HAVE NO LIABILITY FOR:

- HIRING DECISIONS MADE BY CUSTOMER OR ITS REPRESENTATIVES;
- EMPLOYMENT OUTCOMES, INCLUDING UNDERPERFORMANCE, ATTRITION, OR TERMINATION OF ANY HIRED CANDIDATE;
- CANDIDATES NOT HIRED, INTERVIEWED, OR ADVANCED FOLLOWING USE OF THE SERVICE;
- CLAIMS BROUGHT BY CANDIDATES OR APPLICANTS AGAINST CUSTOMER; OR
- ANY DOWNSTREAM BUSINESS, FINANCIAL, OR OPERATIONAL IMPACT ATTRIBUTED TO THE SERVICE OR ITS OUTPUT.

IN ALL EVENTS, SCALEPOINT HR'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE TOTAL FEES PAID BY CUSTOMER TO SCALEPOINT HR FOR THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

THE LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, INCLUDING CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

14. Indemnification

You agree to defend, indemnify, and hold harmless ScalePoint HR LLC and its officers, members, managers, employees, contractors, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your breach of these Terms or your representations and warranties in Section 6;
- Your use or misuse of the Service or its output;
- Any hiring, interviewing, employment, or compliance decision made by you, whether or not based in whole or in part on Service output;
- Any candidate materials or personal data you submitted to the Service that you did not have the legal right to submit; or
- Any claim brought by a candidate, applicant, employee, or former employee against ScalePoint HR arising from your use of the Service.

ScalePoint HR reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of such claims.

15. Termination

ScalePoint HR may suspend or terminate your access to the Service at any time, with or without notice, if we reasonably believe that you have violated these Terms, misused the Service, or created risk or possible legal exposure for ScalePoint HR or others.

You may discontinue your use of the Service at any time.

Upon termination, all rights granted to you under these Terms will immediately cease. Sections 6 (to the extent of accrued obligations), 7, 8, 9, 11, 12, 13, 14, 17, and 18 will survive termination.

16. Changes to the Service or Terms

ScalePoint HR may modify, suspend, or discontinue the Service, or any feature of it, at any time. We may also revise these Terms from time to time. When we make material changes, we will update the "Last Updated" date at the top of these Terms and, where appropriate, provide additional notice. Your continued use of the Service after changes take effect constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you must stop using the Service.

17. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of California, without regard to its conflict of law principles.

Informal resolution first. Before initiating any formal legal action, the parties agree to attempt in good faith to resolve any dispute, claim, or controversy arising out of or related to the Service or these Terms through informal discussion. The party raising the dispute will provide written notice to the other party (in our case, to steve@scalepointhr.com) describing the dispute and the relief sought. The parties will then have thirty (30) days from the date of that notice to attempt to resolve the matter informally.

Courts. If the dispute is not resolved within the thirty-day informal resolution period, the parties agree that any legal action will be brought exclusively in the state or federal courts located in California, and each party consents to the personal jurisdiction and venue of those courts.

18. Miscellaneous

Entire agreement. These Terms, together with the Privacy Policy and any other terms expressly incorporated by reference, constitute the entire agreement between you and ScalePoint HR regarding the Service and supersede any prior agreements or understandings on the subject.

Severability. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect, and the invalid or unenforceable provision will be enforced to the maximum extent permitted by law.

No waiver. Our failure to enforce any provision of these Terms is not a waiver of that or any other provision.

Assignment. You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. ScalePoint HR may assign these Terms in connection with a merger, acquisition, reorganization, or sale of assets.

Relationship of the parties. Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between you and ScalePoint HR.

Force majeure. ScalePoint HR will not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, internet or utility outages, third-party service failures, or governmental action.

Headings. Section headings are for convenience only and do not affect interpretation.

19. Contact

For questions about these Terms or the Service, contact:

Steve Ruiz

ScalePoint HR LLC

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