

ScreenCompanion Terms of Service

Please read this agreement ("Agreement") carefully before using the ScreenCompanion application and website located at <https://screencompanion.com/> (the "Service"). By accessing or using the Service, you agree to be bound by this Agreement and all of its terms without change. This Agreement is between AnalyticFolk, LLC d/b/a ScreenCompanion ("ScreenCompanion") and the business entity or organization that has registered for access to the Service ("Customer"). This Agreement is intended for business-to-business use only; the Service is not offered to individual consumers for personal use. If you are entering into this Agreement on behalf of Customer, you represent and warrant that you have the authority to bind Customer to this Agreement. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES AND A WAIVER OF CLASS ACTION RIGHTS.

Neither ScreenCompanion nor its representatives are engaged in rendering legal, employment, or human resources advice. The Service generates interview plans based on Customer-provided information, but all hiring decisions remain solely with Customer. Your use of the Service is subject to additional disclaimers and notices that may appear throughout the Service.

ScreenCompanion and its representatives assume no responsibility for any consequence relating directly or indirectly to any action or inaction based on the interview plans, recommendations, or other material generated by the Service. While we strive to provide useful and accurate interview guidance, ScreenCompanion and its representatives cannot guarantee, and will not be responsible for any damage or loss related to, the accuracy, completeness, or suitability of the information or services provided. Customer is solely responsible for all hiring decisions. Customer is also responsible for reviewing and verifying all output generated by the Service and for identifying and addressing any errors, biases, or other issues in such output before relying on it.

The Service; Permitted Uses

ScreenCompanion provides Customer access to an AI-powered interview planning tool that generates tailored technical interview plans based on resumes and job descriptions provided by Customer (the "Service"). During the term of this Agreement, Customer may access and use the Service solely for Customer's internal business purposes related to evaluating job candidates. Customer may download, print, and distribute interview plans generated by the Service internally within Customer's organization. Customer may not license, copy, distribute, create derivative works from, or sell any portion of the Service, its underlying technology, or any output therefrom to third parties. When ScreenCompanion requests information, Customer agrees to provide true, accurate, and complete information. Customer will not access or attempt to access password protected, secure or non-public areas of the Service without prior written permission from ScreenCompanion.

Intellectual Property Rights

All materials comprising the Service (as well as the organization, layout, algorithms, and underlying technology) are owned by, copyrighted by, licensed by, or used with permission granted to ScreenerCompanion. The Service, including all software, algorithms, user interfaces, trademarks, service marks, and all related intellectual property (collectively, "ScreenerCompanion IP"), are and will remain the exclusive property of ScreenerCompanion. No reproduction, distribution, modification, reverse engineering, or transmission of the ScreenerCompanion IP is permitted without the prior written permission of ScreenerCompanion. Customer acquires no ownership rights in the ScreenerCompanion IP by virtue of this Agreement.

Customer Content

Customer retains all right, title, and interest in and to all resumes, job descriptions, and other content or data that Customer uploads, submits, or otherwise provides to the Service ("Customer Content"). Customer grants ScreenerCompanion a limited, non-exclusive license to use, process, and transmit Customer Content solely as necessary to provide the Service to Customer. ScreenerCompanion will not knowingly use Customer Content to train its artificial intelligence models or for any purpose other than providing the Service to Customer. Upon termination of this Agreement, ScreenerCompanion's license to Customer Content will immediately terminate. ScreenerCompanion does not store Customer Content on its servers; Customer Content is used only to generate the interview plan for the applicable request and is not retained by ScreenerCompanion. Storage of Customer Content on third party artificial intelligence services used by the Service for back-end processing is subject to their policies which may include limited retention periods. ScreenCompanion uses paid commercial licenses for third party artificial intelligence services used by the Service.

Your Account

If you use this website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If your status as a user of this website is terminated, you will (i) stop using the website and any information obtained from the website, and (ii) destroy all copies of your account information, password and any information obtained from this website.

Consents and Compliance

Customer represents and warrants that it has obtained, and will maintain throughout the term of this Agreement, all necessary consents, authorizations, and permissions from job applicants and other individuals whose personal information or resumes are submitted to the Service. Customer agrees to inform job applicants that: (a) artificial intelligence tools may be used in connection with the evaluation of their application; (b) all hiring decisions are made by humans and not by AI; and (c) AI tools provide only support information for the interview process. Customer is solely responsible for compliance with all applicable federal, state, local, and

international laws and regulations, including without limitation employment laws, anti-discrimination laws, data protection laws, and AI disclosure requirements. Customer will not use the Service in any manner that discriminates against any individual on any basis prohibited by applicable law.

Indemnification

Customer agrees to indemnify, defend, and hold harmless ScreenerCompanion, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns (collectively, the "ScreenerCompanion Parties") from and against any and all claims, demands, actions, suits, proceedings, losses, damages, liabilities, settlements, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees and expert witness fees) arising out of or relating to: (a) Customer's use of the Service; (b) any Customer Content submitted to the Service; (c) any violation of this Agreement by Customer; (d) any violation of applicable law by Customer, including without limitation employment laws, anti-discrimination laws, data protection laws, and AI disclosure requirements; (e) Customer's hiring decisions or employment practices; (f) any claim by a job applicant, employee, or third party relating to Customer's use of the Service or interview plans generated by the Service; and (g) Customer's failure to obtain required consents from job applicants or other individuals. Customer's indemnification obligations will survive the termination or expiration of this Agreement.

Confidential Information

You agree that you will not disclose Confidential Information to any person or entity outside of your organization. You will not use or permit the use of any Confidential Information except as necessary in connection with the services. You will use at least the same degree of care in safeguarding the Confidential Information as you use in safeguarding your own confidential information, but in no event will you use less than due diligence and care. "Confidential Information" means all information or material which: (i) is obtained from password protected portions of the website or (ii) which is (A) marked "Confidential," "Restricted," or other similar marking, (B) known by the parties to be considered confidential, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable judgment.

Payment Terms

Customer agrees to pay all fees associated with the Service in accordance with the pricing and payment terms then in effect as published on the Service at <https://screenercompanion.com/> or as otherwise communicated to Customer. Payment options include: (a) Monthly Subscription, which provides Customer with a specified number of interview plan credits each billing period that renew automatically, and (b) Add-On Credit Packs, which provide additional credits that may be purchased on top of an active subscription and do not expire while Customer maintains an

active subscription. One credit equals one complete interview plan. All fees are non-refundable except as expressly provided in this Agreement or required by applicable law.

ScreenCompanion reserves the right to change the fees for the Service at any time. ScreenCompanion will provide Customer with at least sixty (60) days' prior notice of any fee change. Such notice may be provided by posting the updated pricing on the Service, by email to the address associated with Customer's account, or by other reasonable means. Customer's continued use of the Service after the effective date of any fee change constitutes Customer's acceptance of the new fees. If Customer does not agree to a fee change, Customer may cancel the subscription before the fee change takes effect.

For Monthly Subscriptions, Customer authorizes ScreenCompanion to charge Customer's payment method on a recurring basis at the then-current subscription rate until Customer cancels the subscription. Customer may cancel the subscription at any time through the Service or by contacting ScreenCompanion; cancellation will take effect at the end of the then-current billing period. Unused credits from a Monthly Subscription do not roll over to subsequent billing periods unless otherwise specified. Credits from Add-On Credit Packs remain available as long as Customer maintains an active subscription.

No Unlawful or Prohibited Use

As a condition of your use of this website and the Service, you warrant to ScreenCompanion that you will not use this website or the Service for any purpose that is against the law or prohibited by these terms. If you violate any of these terms, your permission to use this website automatically ends.

You may not without our prior written permission use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on this website or accessed through this website or the Service. You may not republish ScreenCompanion content or other content from this website on another website or use in-line or other linking to display such content without our permission. You may not introduce viruses, spyware, or other malicious code to this website. You represent and warrant that you use frequently updated, commercially standard virus protection software to ensure that the system you use to access our website and the Service is virus free.

If you are under the age of 13, you may not use this website or the Service.

You further agree not to:

1. use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a user of the website, or for purposes of registering for any promotions offered through the website or the Service;
2. delete or revise any material or other information of any other user or ScreenerCompanion;
3. harvest or otherwise collect information about others, including e-mail addresses, without their consent;
4. take any action that imposes an unreasonable or disproportionately large load on the website's infrastructure;
5. use any device, software or routine to interfere or attempt to interfere with the proper working of the website or the Service or any activity being conducted on the website or the Service;
6. use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatar's or intelligent agents) to navigate or search the website other than the search engine and search agents available from ScreenerCompanion on the website and other than generally available third party web browsers (e.g., Google Chrome, Microsoft Edge, Apple Safari, Firefox);
7. allow any other person or entity to use your username or password for posting or viewing comments or sending or receiving materials;
8. attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the website or the Service;
9. use the website or the Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices;
10. use the website or the Service in any manner that could damage, disable, overburden, or impair any ScreenerCompanion server, or the network(s) connected to any ScreenerCompanion server,
11. interfere with any other party's use and enjoyment of any website or the Service;
12. attempt to gain unauthorized access to the website, Service, other accounts, computer systems or networks connected to any ScreenerCompanion server or to any of the services, through hacking, password mining or any other means; or
13. obtain or attempt to obtain any materials or information through any means not intentionally made available through the website.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THIS WEBSITE AND THE SERVICE OFFERED AT THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SCREENERCOMPANION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SCREENERCOMPANION SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEBSITE OR SERVICES; (ii) THE COST OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO ON THE WEBSITE OR THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (v) ANY OTHER MATTER RELATING TO THE WEBSITE OR THE SERVICES. IN NO EVENT WILL OUR MAXIMUM LIABILITY TO YOU EXCEED THE AMOUNT YOU PAID TO US FOR THE SUBJECT SERVICES OR \$100, WHICHEVER IS GREATER.

Links to Third Party Sites

This website may contain hyperlinks to websites operated by parties other than ScreenerCompanion or its affiliates. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their content. If we post hyperlinks to other websites, this does not mean that we endorse the material on such websites or associate ourselves with their operators. Your access to and use of such websites, including information, material, products and services on such website, is solely at your own risk.

Links to Our Website

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of our website so long as (i) the link or your linking website does not portray ScreenerCompanion, our affiliates, or our products or services in a false, misleading, derogatory, or otherwise offensive matter; (ii) your linking website complies with all applicable law and does not otherwise violate this Agreement or the rights of others; and (iii) your website has, maintains

and follows a privacy policy no less protective of user data than the privacy policy of this website. You may not use any ScreenerCompanion logo or other proprietary graphic or trademark as part of the link without express written permission. We may revoke this license at any time, with or without cause, in which case you agree to immediately remove the hyperlink. You may not link to any page other than the home page of this website. Any link to our website should be a full forward link that passes the client browser to our home page without barriers. The "back" button should return the visitor to the original site if the visitor wishes to back out.

Use of Submissions

Should you respond with information including feedback or data such as questions, comments, suggestions, or the like regarding the content of this website, such information will be deemed to be non-confidential. We will have no obligation of any kind with respect to such information and will be free to reproduce, use, disclose, and distribute the information to others without limitation. We will be free to use any ideas, concepts, know-how, or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing, and marketing products incorporating such information.

Changes to Website

We may make improvements or changes in the information, services, products, and other materials on this website, or terminate this website at any time. We may modify this Agreement at any time, and such modifications will be effective immediately upon posting of the modified Agreement. Accordingly, you agree to review the Agreement periodically, and your continued access or use of this website will be deemed your acceptance of the modified Agreement.

Dispute Resolution

You agree that: (1) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the website or the services provided on the website will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (2) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) The arbitration will be held at the AAA regional office nearest you; (4) The arbitrator's decision will be controlled by the terms and conditions of this Agreement; (5) The arbitrator will apply Virginia law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (6) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) The arbitrator will not have the power to award punitive damages against any party; (8) In the event that the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, ScreenerCompanion retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In

addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, ScreenerCompanion retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. **You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.**

Miscellaneous

This Agreement is intended to and directed to businesses located in the United States. This Agreement and the resolution of any dispute related to this Agreement or the Service will be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to any principles of conflicts of law. Failure by ScreenerCompanion to insist upon strict enforcement of any provision of this Agreement will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term.

ScreenerCompanion, Analytic Folk and other logos, product and service names are trademarks and service marks owned by or licensed to ScreenerCompanion or its affiliates (the "Marks"). Without the prior written permission of ScreenerCompanion, or its appropriate affiliates, you agree not to display or use in any manner, the Marks.

All other trademarks are the property of their respective owners.

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Data Protection Addendum

This Data Protection Addendum ("DPA") is incorporated into and forms part of this Agreement. This DPA applies to the extent that ScreenerCompanion processes any Personal Data on behalf of Customer in connection with the Service. For purposes of this DPA, "Personal Data" means any information relating to an identified or identifiable natural person that is submitted by Customer to the Service.

Roles of the Parties. With respect to any Personal Data processed in connection with the Service, Customer is the "controller" (or "business" under applicable U.S. state privacy laws) and ScreenerCompanion is the "processor" (or "service provider" under applicable U.S. state privacy

laws). ScreenerCompanion will process Personal Data only on behalf of and in accordance with Customer's documented instructions, which are deemed to include the processing necessary to provide the Service as described in this Agreement. Personal Data of Customer is subject to Customer's privacy policy.

Processing Limitations. ScreenerCompanion will not: (a) retain, use, or disclose Personal Data for any purpose other than performing the Service under this Agreement; (b) sell Personal Data; (c) share Personal Data for cross-context behavioral advertising purposes; or (d) combine Personal Data with personal information received from other sources, except as permitted by applicable law. ScreenerCompanion will not willfully use Personal Data to train or improve its artificial intelligence models.

Data Security. ScreenerCompanion will implement and maintain reasonable administrative, technical, and physical safeguards designed to protect Personal Data against unauthorized access, destruction, use, modification, or disclosure. ScreenerCompanion will promptly notify Customer if it becomes aware of any unauthorized access to or acquisition of Personal Data (a "Security Incident") and will cooperate with Customer's reasonable requests for information regarding any Security Incident.

Subprocessors. Customer grants ScreenerCompanion general authorization to engage subprocessors to process Personal Data in connection with the Service, including third-party artificial intelligence providers. ScreenerCompanion will impose data protection obligations on subprocessors that are substantially similar to those set forth in this DPA.

Data Subject Requests. ScreenerCompanion will promptly inform Customer if it receives a request from a data subject to exercise rights under applicable data protection laws with respect to Personal Data. ScreenerCompanion will provide reasonable assistance to Customer in responding to such requests, taking into account the nature of the processing. ScreenerCompanion does not store Personal Data after processing; accordingly, Customer acknowledges that ScreenerCompanion's ability to assist with data subject requests may be limited.

Return and Deletion. Upon termination of this Agreement or upon Customer's written request, ScreenerCompanion will delete or return Personal Data in its possession, except to the extent retention is required by applicable law. As described in this Agreement, ScreenerCompanion does not retain Personal Data after processing a request; therefore, no Personal Data will typically be available for return or deletion upon termination.

Limitation of Liability. Notwithstanding anything to the contrary in this DPA, the total liability of ScreenerCompanion arising out of or relating to this DPA, including without limitation any Security Incident, data breach, or failure to comply with applicable data protection laws, shall be subject to, and shall not exceed, the limitations of liability and damages set forth in the

“Limitation of Liability” section of this Agreement. This DPA does not create any additional liability or obligations beyond those set forth in the Agreement.