



Terms of Service

ICV-HR Ltd. ("**ICV**" or "**us**," "**our**," "**we**") provides software as a service platform for the evaluation of job applicants through its website ("**Platform**"). These Terms of Service ("**Terms**") govern your access to and use of the Platform, Content (as defined below) and services provided through the Platform ("**Services**"). Our Privacy Notice, available at www.sofiapp.in governs our collection, processing and transfer of any Personal Information (as such term is defined in the Privacy Notice). "**You**" means any user of the Platform and/or Services, using the Platform or Services on behalf of an entity (including a Company, as defined below), individual or yourself or any parent or guardian of any minor whom you allow using the Platform or Services, and for whom you will be held strictly responsible.

If you are registering on behalf of any entity or company ("**Company**"), you represent that you are authorized to enter into, and bind the Company to these Terms and register for the Platform and Services. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules, and regulations applicable to you and the Company and the right to access the Platform and Services is revoked where these Terms or use of the Platform and Services is prohibited.

Please read these Terms carefully. By clicking on the button marked "I agree" you signify your assent to these Terms. Changes may be made to these Terms from time to time. Your continued use of the Platform and/or Services will be deemed acceptance to amended or updated Terms. If you do not agree to any of these Terms, please do not click the button marked "I agree" or use the Platform or Services.

Use of the Services

You may use the Platform and Services to conduct a professional compatibility score between a position and an applicant for a position in your Company (each an "**Applicant**"). In addition, the Services may be used for internal sorting and filtering purposes.

The Services may provide you with analytical reports (each a "**Report**") regarding the data and/or information you provided through the Services and/or information or data derived therefrom. The Report may be copied, modified, and used for any internal Company purpose.

By using the Services you acknowledge that ICV may use aggregate and/or anonymized data and information provided through the Services and/or data and information found in Reports for business, marketing and internal purposes.

Use of the Services and/or Platform is void where prohibited. By using the Services and/or Platform, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) your use of the Services or Platform does not and will not violate any applicable law, regulation, or any obligation you may have to a third party and complies with applicable law; (d) you have informed all Applicants of the fact that ICV will be processing their Personal Information (as defined in the Privacy Notice) and of the terms of the Privacy Notice, and, subject to



applicable law, will obtain their consent thereto; and (e) your use of the Services and/or Platform shall be in compliance with all applicable laws and regulations.

ICV may, at its sole discretion and at any time, modify or discontinue, temporarily or permanently, any part of the Services or Platform without notice. ICV shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services and/or Platform.

Account Registration

To access the Platform and Services you need to register and create an account. You may also access the Services by logging in through approved third-party logins. We may change the method of registration at our discretion. By accessing the Services through approved third-party login, you represent and warrant that the third-party login account is yours and you have full rights to provide us with the information in this account.

You are fully and solely responsible for the security of your computer system or mobile device and all activity on your account. You agree to notify us immediately of any unauthorized use of your account or password. We will not be liable for any losses or damage arising from unauthorized use of your account or password, and you agree to indemnify and hold us harmless for any improper or illegal use of your account, including any mail sent and any charges and taxes incurred, unless you have notified us via e-mail to info@sofiapp.in that your account has been compromised, and have requested us to block access to it.

Term and Termination of Account

Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form or as otherwise communicated by ICV and/or authorized third parties, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

ICV may, for any reason, at its sole discretion and without notice, terminate your account and remove any Content associated with your account from the Platform. Grounds for such termination may include but are not limited to (i) extended periods of inactivity, (ii) violation of the letter or spirit of these Terms, (iii) fraudulent, harassing or abusive behavior, (iv) behavior that is illegal or harmful to other users, third parties, or the business interests of ICV, or (v) breach of your representations and warranties herein or breach of any of the terms of these Terms. You may request termination of your ICV account at any time and for any reason by sending an email to info@sofiapp.in. Any suspension, termination, or cancellation shall not affect your obligations to ICV under these Terms (including but not limited to ownership, indemnification, limitation of liability and payment obligation), nor will it affect any other terms herein, which by their sense and context are intended to survive such suspension, termination, or cancellation.





Upon termination of your account for any reason, you shall not have any further access to any Content that may be available through your account.

If we believe, at our sole discretion, that a violation of these Terms or any illegal or inappropriate behavior has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate behavior on or through the Platform. You hereby represent and warrant that you will cooperate with any investigation and that you will provide ICV or any third party on ICV's behalf with any documents and/or information requested. We will fully cooperate with any law enforcement investigation or court order requesting or directing us to disclose the identity, behavior or Content of anyone believed to have violated these Terms or to have engaged in illegal behavior.

Payment and Fees

Use of the Platform and/or Services is subject to payment of a prepaid fee in the amount and manner detailed on our website ("Site"), available at www.sofiapp.in, or as otherwise communicated by ICV and/or authorized third parties. Payment may be made to a third-party payment processor, as detailed on the Site. If you are directed to a third-party payment processor(s), you may be subject to terms and conditions governing the use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy prior to using the third-party payment services.

You hereby authorize ICV to charge you the fees as specified on the Site and any and all charges relating to or arising out of the payment and/or processing thereof. Where applicable, taxes may also be charged. It is your responsibility to determine whether you are required to pay and/or collect any applicable taxes, and to clarify such information when using the Services. ICV does not accept any responsibility for the calculation or collection of any applicable taxes. Subject to applicable law, all fees are non-refundable.

All payments to ICV under this Terms of Service are payable in full to ICV without deduction and are net of any taxes (including any sales, use, excise, ad valorem, property, withholding, value-added tax, or other tax or levies and any income tax withheld at source, tariff, duty or assessment levied or imposed by any government authority that may be applicable to the transactions contemplated by this Price Proposal. In the event that any such withholding or other taxes or duties are required to be deducted from any payment under applicable law, then Customer shall also pay ICV such additional amount so deducted as shall cause the net amount of the aggregate payment to Company, after giving effect to such deduction, to equal the amount of the payment otherwise due to ICV under this Proposal, and shall indemnify and hold harmless ICV against any additional such taxes that might be determined to be due in connection with the transactions contemplated herein.

ICV reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon thirty (30) days prior notice to Customer (which may be sent by email).



Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

Content and User Content

Certain types of content may be made available through the Platform and/or Services. "**Content**" as used in these Terms means, collectively, all content available through the Platform or Services, including any photos, pictures, videos, texts, recommendations, Reports and any modifications or derivatives of the foregoing.

The Platform allows you to upload certain content including but not limited to documents and texts. All content uploaded by you is referred to as "**User Content**." You are fully and solely responsible for any User Content you submit, post, or upload. You represent and warrant that any such User Content complies with all applicable law, that you have all necessary rights to submit any such User Content through the Platform and Services, and that no such User Content infringes or violates any third-party intellectual property rights, privacy or publicity rights, or moral rights.

ICV has no obligation to accept, display, review, maintain or approve any request to maintain any User Content. ICV DOES NOT ENDORSE ANY CONTENT (INCLUDING BUT NOT LIMITED TO ANY USER CONTENT) OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED IN ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, ANY USER CONTENT) AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH CONTENT AND/OR USER CONTENT.

ICV may, at its sole discretion, choose to monitor User Content for inappropriate or illegal behavior, including through automatic means, provided however, that ICV reserves the right to treat User Content as content stored at the direction of users for which ICV will not exercise editorial control except when violations are directly brought to ICV's attention.

User Content Restrictions

Without limiting the foregoing, you agree that you will not transmit, submit or post any User Content or act in any way that: (a) restricts or inhibits use of the Platform and/or Services; (b) solicits another person's password or any personal information under false pretenses; (c) impersonates another user or otherwise misrepresents yourself in any manner; (d) violates the legal rights of others, including defaming, abuse, stalking or threatening users; (e) infringes (or results in the infringement of) the intellectual property, moral, publicity, privacy, or other rights of any third party; (f) is (or you reasonably believe or should reasonably believe to be) stolen, illegal, counterfeit, fraudulent, pirated, unauthorized, or violent, or in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves (or you reasonably believe or should reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material; (g) does not comply with all applicable laws, rules and regulations, including but not limited to any applicable privacy and data protection laws, including with





respect to any information relating to Applicants; (h) publishes falsehoods or misrepresentations that may damage us or any third party; (i) imposes an unreasonably or disproportionately large load on our infrastructure; or (j) posts, stores, transmits, offers, or solicits anything that contains the following, or that you know contains links to the following or to locations that in turn contain links to the following: (1) material that we determine to be offensive (including material promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes or items associated with such an entity, (2) material that is racially or ethnically insensitive, or that is defamatory, harassing or threatening, (3) pornography or obscene material, and anything depicting children in sexually suggestive situations whether or not depicting actual children or may be harmful to a minor, (4) any virus, worm, Trojan horse, or other harmful or disruptive component, or (5) anything that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or regulation or is otherwise inappropriate or offensive.

Use Restrictions

You may not do or attempt to do or facilitate a third party in doing any of the following: (1) attempt to decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Services or Platform without our prior written authorization, including framing or mirroring any part of the Platform; (2) circumvent, disable, or otherwise interfere with security-related features of the Services or Platform or features that prevent or restrict use or copying of any Content; (3) use the Platform, Content, or Services in connection with any commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, application search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Platform; (5) use or access another user's account or password without permission; or (6) use the Platform, Content, or Services in any manner not permitted by these Terms.

Intellectual Property

ICV, its affiliates or its licensors, as the case may be, own all rights and titled in the Platform, Services and all Content, including all worldwide intellectual property rights in the Platform, Services and Content, and the trademarks, service marks, and logos contained therein. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the Platform, Content or the Services. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Platform, Content or Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, or trade name of ICV or any third party.

By submitting or uploading any User Content (including any content relating to Applicants), you grant ICV and its successors and assignees a worldwide, non-exclusive, royalty-free, perpetual, sub-licensable and transferable license under any of your intellectual property, moral or privacy rights to use, copy, distribute, transmit, modify, prepare derivative works of such User Content on, through or in connection with





provision of the Services, including but not limited and subject to applicable law and ICV's Privacy Notice, to commercial, marketing and internal purposes. By accepting these terms and conditions you waive any rights to receive any consideration with respect to such usage of User Content, as aforementioned. With respect to any data relating to Applicants, you represent and warrant that any Applicant shall be made aware of the relevant terms relating to such Applicant's data, including but not limited to the license provided hereby to ICV to use any User Content (including any content relating to Applicants), in accordance with the terms hereof.

Disclaimers & Disclaimer of Warranty

Your use of the Platform and/or Services is at your sole discretion and risk. The Platform and/or Services are provided on an "AS IS" and "AS AVAILABLE" basis. While we make reasonable efforts to have Services, Reports and Content that are useful and informative, we do not make any warranties or representations in respect of any Services, Reports or Content. We do not represent or warrant that you will find the Services, Content, Reports or Platform to be informative or useful for your own needs.

Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ICV EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE PLATFORM AND/OR SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ICV DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE PLATFORM AND/OR SERVICES; OR (II) THAT THE PLATFORM OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY SERVICES PROVIDED BY OR THROUGH THE PLATFORM.

You understand that ICV is not responsible for the accuracy, usefulness, safety, appropriateness of or infringement by any content available through the Platform and/or Services. WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF USERS (INCLUDING UNAUTHORIZED USERS), WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE PLATFORM, SERVICES OR OTHERWISE.





No advice, feedback or information, whether oral or written, obtained by you from ICV, shall create any warranty not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

Third Party Applications and Services

Portions of the Platform and/or Services may be used in connection with third-party services, applications, sites or software. We have no control over such third-party services, and all use of third-party software, sites, applications and/or services is at your own risk. Additionally, ICV cannot accept responsibility for any payments processed or submitted through such third-party sites and/or applications, or for the privacy policies of any such sites. ICV is not responsible for content or services available by means of such software, sites and/or applications. ICV does not endorse any products or services offered by third parties and we urge our users to exercise caution in using third-party products and services.

Limitation of Liability

We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the Platform or Services. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or in connection with the Platform or Services or combination thereof, including any injury or damage to you or to any person's computer related to or resulting from the Platform or Services or the use thereof. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the Platform or Services.

IN NO EVENT SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, ASSIGNEES OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PLATFORM AND/OR SERVICES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE PLATFORM AND/OR THE SERVICES (INCLUDING BUT NOT LIMITED ANY REPORTS), WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL OUR MAXIMUM CUMULATIVE LIABILITY TO YOU UNDER ANY CAUSE(S) OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED IN THE AGGREGATE THE AMOUNT YOU HAVE PAID US IN THE THREE MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM OR SERIES OF CLAIMS.





Indemnification

You agree to indemnify, defend, and hold harmless ICV and each of its employees, directors, officers, subcontractors and agents, against any and all claims, damages, or costs or expenses (including court costs and attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your computer, mobile device or password (whether authorized or unauthorized); (b) any claim, loss or damage experienced from your use, attempted use or misuse of the Platform or Services; (c) your violation of any law, regulation or any of your obligations, representations or warranties hereunder; (d) any other matter for which you are responsible hereunder or under applicable law; (e) your infringement of a third party's right.

Miscellaneous

These Terms shall be governed by the law of the State of Israel and subject to the exclusive jurisdiction of the courts located in Tel Aviv-Jaffa, ISrael. Any action to be brought in connection with these Terms, the Platform or Services shall be brought exclusively in the courts in Tel Aviv-Jaffa and you irrevocably consent to their jurisdiction. Subject to applicable law, any cause of action against ICV must be brought within six (6) months of the date such cause of action arose. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and ICV or authorizes you to act on behalf of ICV. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between ICV and you pertaining to the subject matter hereof, and any and all other agreements existing between us relating thereto are hereby canceled. We may assign our rights and obligations hereunder to any third party without prior notice. You may not assign any of your rights or obligations hereunder without the prior written consent of ICV, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If we are required to provide notice to you hereunder, we may provide such notice to the email account that you provided upon registration.

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