## HR Ninja™ Platform

# License agreement (Terms of use)

## Introduction

Please read this license agreement (‘Agreement’) between you (‘Client’) and us (‘Company’, together referred to below as ‘Parties’) carefully. By downloading, installing, using, or accessing a web version of this software, you agree to accept all the terms and conditions of this agreement and you agree that this agreement is enforceable as if it has been signed by you. If you do not agree to all the terms of this agreement, terminate your account (if created), stop using the product, and uninstall the software (if installed).

## 1. Legislation

The application does not publish content prohibited by law and operates in accordance with the laws of the USA, EU, UK, or regional laws.

## 2. License

Subject to the terms and conditions of this License Agreement (‘Agreement’) and subject to the payment of the applicable license fees (‘Fee’), HR Ninja Platform* represented by a UK-registered corporation (‘Company”), grants to you a limited, non-exclusive, and non-transferable license, for your internal purposes only, for the accompanying software and included content (‘Software’) during the set paid period (‘Plan Period’).

This Agreement will also govern any upgrades to the Software that replace and/or supplement the original Software, unless such upgrades are accompanied by a separate license, in which case the terms of that license will prevail over this Agreement.

## 3. Software

The Software includes:

- The web platform hr.ninja (‘Platform’).
- Any downloadable software (‘Applications’) and content (‘Content’) available via the Platform, which are considered part of Software.

The delivery of the product on a paid basis is accomplished through sending you a confirmation and, where possible, your account details to the email address provided when making a payment or signing up in the Software, or by redirecting you back into your account after your payment has been processed.

## 4. Plan

Some of the features of the application may not be available without ordering a relevant Plan in a form of subscription (or a one-off payment where so stated or agreed additionally between the Parties).

Company reserves a right to change the full list of features which are included or excluded from the subscription-based access. Therefore, you must consider that Company only guarantees full access to any of the features provided you have a valid Plan for. When reducing the number of features provided from a new renewal period, Company notifies you before your payment for that period, in case of which you can cancel your plan without any cancellation fees. In case if reducing the number of features occurs during your current period, you can also request a refund for the latest payment, proportional to the percentage of the period that hasn't been used yet.

The cost of a Plan's subscription is determined by Company and shown to you prior to you accepting the terms on a subscription page. The costs may vary for different regions and may be changed by Company with limitations stated in this agreement.

The Plan's Period for the Software begins on the day you order the Software by starting your Plan's subscription, or the first day after a trial period; and ends on the first day of the following Plan's period in case your Plan is cancelled before that.

You agree to pay the Subscription Fee for the whole Plan's Subscription Period as a full pre-payment. Your subscription to the software will automatically renew for a new Subscription Period upon your payment of the new subscription fee. Please note that any subscription fees paid are non-refundable. However, if you cancel your subscription with us (in your account settings in the Software or by contacting us by email listed below) or with the third-party payment provider (on their website), we will not charge you any forthcoming fees and will refund any payments made automatically after the time of you requesting a cancellation.

Company reserves the right to change the Subscription Fee for any renewal Subscription Period, however you will be notified and asked to accept new terms in case the costs go up, or otherwise your subscription will be cancelled automatically.

Each new Subscription Period will be subject to the same terms and conditions set forth in this Agreement, which may be updated by Company from time to time. Updates to the terms of this Agreement can be found in the Software's store listing or the website where the original policy is published.

You agree that the Company may disable the Software at the end of the Subscription Period of your Plan if you have not paid the Subscription Fee to renew your subscription to the Software.

As of 03/03/2024, you can be offered one of these Plans (in addition to some other promotional or individual plans offered as part of our promotional campaigns, conditions for which are listed as part of those campaigns) upon singing up (detailed conditions are listed on the signing up page during your sign up process):

1) SMP - Shortened Monthly Plan – discounted first three weeks (£15/$20), 3-week money-back policy, regular non-refundable payments every 3 weeks of no more than £20 / $25.
2) BMP - Basic Monthly Plan (promotional limited offer) – discounted first 28 days (£15/$20), 4-week money-back policy, regular non-refundable payments every 4 weeks of no more than £30 / $40.
3) AP - Annual plan (promotional limited offer) – 3-week money-back policy, trial period of three weeks at a rate of one month (£15/$20), annual non-refundable payments on the first day after the trial period of no more than £200/$150.

You can only sign up for the plan(s) available within your account.

## 5. Maintenance

Maintenance and support are included with your Plan’s Subscription Fee. The company will make reasonable efforts to notify you when updates to the software are available. Updates are also available upon request (when applicable). It is your responsibility to download the updates for Software or Application where necessary.

## 6. Restrictions

The Software and any copies that you are authorized by the Company to make are the intellectual property of and are owned by the Company. The Software is protected by copyright, including, without limitation, by UK, EU, and US copyright laws, international treaty provisions and applicable laws in the country in which it is being used. You may not extract or modify the content available in the Software by any means. You agree not to modify, adapt or translate the Software.

The license granted to the Software is personal to you and may not be shared, sublicensed or used on behalf of third parties. Trade names and or trademarks (‘Trademarks’) shall be used in accordance with accepted trademark practice, including identification of the trademark owners' names. Trademarks can only be used to identify printed output produced by the Software and such use of any trademark does not give you any rights of ownership in that Trademark.

## 7. Limited warranty

The Company to you that the Software will perform substantially in accordance with the Documentation for the whole period of Subscription when used on the recommended hardware configuration.

The Company is not responsible for any down time of the Software that is caused by third-party faults (including web server or domain name providers).

The Company makes its best to check the validity of all the content used on the platform, but takes no responsibility for any harm caused by information that is provided by third-parties. When we publish such information, we show a note about the source of the data for your awareness.

## 8. Disclaimer

Where possible, Company provides free demo access to the features of the Software and refundable demo trial periods for full functionality. Beyond that, Company does not provide any guarantees that the Software would meet your expectations. By accepting these Terms you confirm that you make an informed choise to use either free or paid version of the Software.

Except as provided above, the software is provided ‘as is’ without any additional warranty. To the extent permissible by local law, the Company disclaims all other warranties, express, implied, or statutory, regarding the software and services, including any warranties of merchantability, fitness for a particular purpose, title, and noninfringement. No representation or other affirmation of fact, including, without limitation, statements regarding capacity, suitability for use, or performance of the software or services shall be deemed a warranty for any purpose or give rise to any liability of the Company whatsoever. You hereby acknowledge that you have relied on no warranties other than the expressed warranties in this agreement.

## 9. Limitation of liability

In no event will the Company be liable for any damages, claims or costs whatsoever or any indirect, consequential, special, exemplary or incidental damages (including but not limited to lost profits, loss of goodwill or labour costs, or lost savings) even if a Company’s representative has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. The Company aggregate liability in connection with this agreement shall be limited to the amount paid for the software, if any.

Company cannot be liable for any consequences caused by any technical restrictions caused by third-parties, such as inability to connect with Client because of its email address provider blocks Company’s emails and vice versa.

## 10. Termination

This Agreement is effective until terminated. You may terminate this Agreement at any time by uninstalling all copies of the Software and cancelling all Subscriptions, or by deleting your Account in the Software and stop using it.

You can delete your account by choosing to do so in your account settings in the Software or by contacting us (in the latter case it may take up to 7 days to process your request). When your account is being deleted, we deactivate all your existing Plans and Subscriptions.

Note that cancelling Plan without deleting your account does not lead to Termination of this Agreement. You may still get access to your pre-paid features until the end of your pre-paid period, or access features that are available without paid-for Plans afterwards.

This Agreement will terminate immediately without notice from the Company if you fail to comply with any provision of this Agreement. Upon termination, you must cease use of the Software. In the event of termination for a reasonable cause by the Company, you will not be entitled to the return of any portion of the Plan's Subscription Fee.

## 11. Governing law

This Agreement and the obligations of the parties hereunder will be interpreted, construed, and enforced in accordance with the laws, without regard to its choice of law rules. Any legal action to enforce or interpret any provision of this Agreement shall be brought in the state or the courts located in the company's location. By execution and delivery of this Agreement, the parties accept and consent to, the jurisdiction of and venues in the federal and state courts located in the aforementioned region, and hereby waive any and all objections to such jurisdiction and venue.

## 12. Severability

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

## 13. Integration

This Agreement supersedes any prior oral or written promise or representation, oral or written agreement, or understanding among the Parties with respect to the subject matter of this Agreement, but shall not amend, modify, supersede or in any way affect any other agreement or understanding among the Parties or their Affiliates that do not relate to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party

## 14. Privacy

Our Privacy Policy is a part of this Agreement. The full Privacy Policy is available here – https://hr.ninja/docs/hr-privacy.pdf

## 15. Contacting us

We communicate by the means of emails sent from and to our official address info@hr.ninja. We can also send emails from other addressed in the domain @hr.ninja. You can contact us using this email or other details published on the website. We aim to respond within 24 business hours, however in some cases our response may take up to 30 business days.

Note that as emails may go into your spam folder, you are responsible for checking the spam folder to ensure smooth communication.

We consider your emails used when paying us or/and creating an account in the Software as your approved emails for correspondence.

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