

Evvy Candidate Terms of Use

Last Modified: February 16, 2026

These Candidate Terms of Use (“**Terms**”) are a legal agreement between you (“Candidate,” “you,” or “your”) and **Prepify AI, LLC** (“Prepify AI,” “we,” “us,” or “our”), a Delaware limited liability company with its principal place of business in Plano, Texas.

These Terms govern your use of the Evvy interview platform, including the Candidate Portal at **interview.evvy.io** and any related services, features, or applications (collectively, the “Services”), as well as any websites that we own or control (the “**Website**”), including evvy.io.

By clicking “I Agree,” accessing the Services, or participating in an interview, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, found at evvy.io/privacy-policy, incorporated herein by reference. If you do not want to agree to these Terms, you must not access or use the Website or Services.

Acceptance of the Terms of Use

Your access to and use of all information, data, and other content on this Website and through the Services is governed by the following terms and conditions, including any terms expressly incorporated by reference to other documents (collectively, the “**Terms**”). By accessing, downloading, or otherwise using any information, data, or other content from this Website or the Services, you agree to be bound by these Terms.

This Website and the Services are offered and available only where legal and accessible. If you are a natural person, the Website and Services are offered and available only if you are thirteen (13) years of age or older. The Services are currently available only to persons located in the United States. By using this Website or the Services, you represent and warrant that you are domiciled in a jurisdiction where your use of this Website and the Services is legal, that you are located in the United States, and if you are a natural person, you are at least thirteen (13) years of age.

You further represent and warrant that you have capacity and authority to accept these Terms, or if you lack such capacity, that you are using this Website or the Services with the consent of a parent or legal guardian that agrees to these Terms on your behalf. If you are a parent or legal guardian of a person using this Website or the Services without the capacity to accept these Terms (a “Minor”), then you agree to accept these Terms on your own behalf and the behalf of the Minor and all references herein to “you” and its applicable forms shall be construed to include you and the Minor.

If you use this Website or the Services on behalf of an organization, you further represent and warrant that you are authorized to form a binding contract on behalf of the organization, and all references to “you” and its applicable forms shall be construed to include the organization. If you do not meet all of these requirements, you must not access or use the Website or the Services.

Description of Services

Evy is an AI-powered candidate screening and interviewing platform. Here is how the Services work:

- **Interview Invitation.** You receive an interview invitation from a company (“Hiring Company”) that uses the Evy platform. The invitation includes a unique, time-limited link to access your interview.
- **Resume Upload.** You upload your resume, which is parsed by artificial intelligence into structured data (including work experience, education, skills, projects, certifications, awards, and languages).
- **Technical Check.** You verify that your camera, microphone, and speakers are working properly.
- **Calibration.** You complete an eye tracking calibration process.
- **AI Interview.** You participate in a voice-based interview conducted by an AI interviewer named “Evy.” Evy asks questions, listens to your responses, and may ask follow-up questions based on your answers.
- **AI Evaluation.** After your interview, your responses are evaluated by AI across multiple dimensions, including technical knowledge, communication, teamwork, and leadership. Scores are generated automatically.
- **Results Shared.** Your interview results — including recordings, transcripts, scores, assessments, and AI-generated insights — are shared with the Hiring Company that invited you.

Recording Consent

All interviews conducted through the Services are recorded in both video and audio format. Recording is mandatory.

By agreeing to these Terms and participating in an interview, you consent to the following:

- Your interview will be recorded in video and audio for the entire duration of the interview session.
- Recordings will be stored securely in cloud storage.
- Recordings will be accessible to authorized personnel of the Hiring Company for the purpose of evaluating your candidacy.
- Recordings will be used to generate transcripts and AI-powered scores, assessments, and insights.
- Recordings may be used in anonymized or aggregated form to train and improve Prepify AI’s AI models, algorithms, and scoring systems.

You cannot participate in an interview without consenting to recording. If you do not wish to be recorded, do not proceed with the interview.

Eye Tracking and Integrity Monitoring Consent

The Services use real-time integrity monitoring during all interviews. This monitoring is mandatory.

By agreeing to these Terms and participating in an interview, you consent to the following:

- **Eye Tracking.** The Services use real-time eye tracking technology to monitor your gaze direction throughout the interview. This is used to detect behaviors such as reading from a script, looking at another screen, or using external assistance.
- **Blink Detection.** The Services monitor your blink frequency and patterns. Abnormal patterns may be flagged as indicators of unusual behavior.
- **AI Behavioral Analysis.** An AI system analyzes your eye tracking data and behavioral patterns to generate an integrity assessment, which may include a prediction of whether the interview was conducted honestly.
- **Calibration Required.** You must complete an eye tracking calibration process before your interview begins.
- **Results Shared.** Integrity monitoring results, including integrity flags, confidence scores, and behavioral analysis, may be shared with the Hiring Company.

You cannot participate in an interview without consenting to integrity monitoring. If you do not wish to be monitored, do not proceed with the interview.

AI Evaluation

Your interview responses are evaluated by artificial intelligence. You acknowledge and agree that:

- AI-generated scores and assessments are automated evaluations and may not perfectly reflect your abilities, qualifications, or experience.
- Prepify AI does not guarantee any employment outcome based on your interview performance.
- Hiring decisions are made solely by the Hiring Company, not by Prepify AI or its AI systems. Prepify AI is not your employer and does not make hiring, promotion, or employment decisions.
- AI evaluation is designed to be fair and consistent but is not infallible. Scores are intended as one input in the Hiring Company's evaluation process, not as the sole determinant.
- AI may compare your interview responses against your resume to identify additional insights or discrepancies, which may be shared with the Hiring Company.

Changes to the Terms

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website and Services thereafter. However, any changes to the dispute resolution provisions set out in the

Governing Law and Jurisdiction section will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website or Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Website and Service Availability & Access

We reserve the right to delete, change, or suspend this Website, the Services, and any service or material we provide on or through the Website or Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website or Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website or Services, or the entire Website or Services, to users, including registered users.

You are responsible for both:

- making all arrangements necessary for you to have access to the Website and Services; and
- ensuring that all persons who access the Website or Services through your internet connection are aware of these Terms and comply with them.

Registration & Account Security

To access the Website, the Services, or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website and Services that all the information you provide is correct, current, and complete. You agree that all information that you provide to register with this Website or the Services or otherwise, including, but not limited to, through the use of any interactive features on the Website or Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity without our express authorization. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website, the Services, or portions of them using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

Intellectual Property Rights

Platform Ownership

The Website, the Services, and their entire contents, features, and functionality (including but not limited to all information, software, AI models, scoring systems, algorithms, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Unless modified by a separate agreement signed by us, these Terms permit you to use the Website and Services for your personal, non-commercial use only, and solely for the purpose of participating in interviews as a Candidate. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the content on our Website or through the Services, except as follows:

- your computer may temporarily store copies of such content in RAM incidental to your accessing and viewing such content;
- you may store files that are automatically cached by your browser for display enhancement purposes;
- if we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- modify copies of any content from this Website or the Services;
- use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text;
- delete or alter any copyright, trademark, or other proprietary rights notices from copies of content from this Website or the Services; or
- copy, reverse engineer, decompile, or create derivative works based on any part of the Services, including any AI models, scoring systems, or algorithms.

You must not access or use for any commercial purposes any part of the Website or the Services or any services or materials available through the Website or the Services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website or the Services in breach of these Terms, your right to use the Website and Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website, the Services, or any content on the Website or through the Services is transferred to you, and we reserve all rights not expressly granted. Any use of the Website or the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

Our name, and all related names, logos, product and service names, designs, and slogans are trademarks that are owned by us, our affiliates, or our licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Your Data

You own your resume and the personal information you provide through the Services. You grant Prepify AI a non-exclusive license to use your resume and personal information as necessary to provide the Services, including AI parsing, analysis, and sharing with the Hiring Company.

Resultant Data

All data generated from your use of the Services — including but not limited to interview recordings, transcripts, scores, assessments, AI-generated analysis, integrity reports, match scores, resume insights, discrepancy reports, and derived insights (collectively, “**Resultant Data**”) — is owned by Prepify AI, LLC.

You grant Prepify AI an irrevocable, worldwide, royalty-free, fully transferable license to use, reproduce, modify, distribute, display, and create derivative works from Resultant Data for any lawful business purpose, including:

- improving, training, and developing our AI models, algorithms, and Services;
- providing services to other users of our platform;
- developing new features and services;
- generating analytics, insights, and reports; and
- operating and growing our business.

Prohibited Uses and Candidate Conduct

You may use the Website and Services only for lawful purposes and in accordance with these Terms. Without limiting the foregoing in any way, you agree not to use the Website or Services:

- in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- to send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms;
- to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation;
- to impersonate or attempt to impersonate us, any of our employees, another user, or any other person or entity; or

- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website or Services, or which, as determined by us, may harm us or users of the Website or Services, or expose them to liability.

Additionally, you agree not to:

- use the Website or Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website or Services, including their ability to engage in real time activities through the Website or Services;
- use any robot, spider, or other automatic device, process, or means to access the Website or Services for any purpose, including monitoring or copying any of the content on the Website or through the Services;
- use any manual process to monitor or copy any of the content on the Website or through the Services, or for any other purpose not expressly authorized in these Terms, without our prior written consent;
- use any device, software, or routine that interferes with the proper working of the Website or Services;
- introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website or Services, the server on which the Website is stored, or any server, computer, or database connected to the Website or Services;
- attack the Website or Services via a denial-of-service attack or a distributed denial-of-service attack; or
- otherwise attempt to interfere with the proper working of the Website or Services.

Candidate Conduct During Interviews.

When participating in an interview through the Services, you additionally agree to:

- answer interview questions truthfully and to the best of your ability;
- provide accurate and truthful information in your resume and personal details;
- not use external assistance, scripts, notes, AI tools, or other unauthorized aids during the interview;
- not attempt to manipulate, circumvent, or interfere with integrity monitoring systems, including eye tracking and behavioral analysis;
- not share, distribute, or reproduce interview questions, content, or methodology with any third party; and
- not attempt to access the Services through unauthorized means, including using another person's interview link.

User Communications

The Website or Services may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, or other interactive features (collectively, "**Interactive Services**") that

allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**communicate**”) content or materials (collectively, “**User Communications**”) on or through the Website or Services.

All User Communications must comply with the Content Standards set out in these Terms.

By communicating on or through the Website or Services, you acknowledge that you are responsible for all third party charges that may apply for receiving notifications, including without limitation, receiving notifications via SMS, MMS, email, and alerts; and you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for the purpose of operating the Website and Services. Company is not responsible for any confidential or non-confidential User Communications shared by users.

You represent and warrant that:

- you own or control all rights in and to your User Communications and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; and
- all of your User Communications do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Communications that you submit or contribute, and you, not us, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Communications posted by you or any other user of the Website or Services.

Monitoring and Enforcement; Termination

We have the right, but no obligation, to:

- remove or refuse to post any User Communications for any or no reason in our sole discretion;
- take any action with respect to any User Communication that we deem necessary or appropriate in our sole discretion, including if we believe that such User Communication violates these Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or Services or the public, or could create liability for us;
- disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or Services; and
- terminate or suspend your access to all or part of the Website or Services for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website or Services. YOU WAIVE AND HOLD US HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER US OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website or through the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Communications and use of Interactive Services. User Communications must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Communications must not:

- contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms;
- be likely to deceive any person;
- promote any illegal activity, or advocate, promote, or assist any unlawful act;
- cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or
- give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the Website or Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website or user of the Services, or by anyone who may be informed of any of its contents.

This Website or the Services may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in such content, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing that content. Such content does not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any content provided by any third parties.

Changes to the Website and Services

We may update the content on this Website and through the Services from time to time, but its content is not necessarily complete or up-to-date. Any of the content on the Website or through the Services may be out of date at any given time, and we are under no obligation to update such content.

Information About You and Your Use of the Website and Services

All information we collect on this Website and through the Services is subject to our Privacy Policy. By using the Website or Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Purchases

All purchases through the Website or other transactions for the sale of services formed through the Website or Services, or resulting from visits made by you, are governed by our Service Agreement, which is hereby incorporated into these Terms.

Other Terms and Conditions

Additional terms and conditions may also apply to specific portions, services, or features of the Website or Services. All such additional terms and conditions are hereby incorporated by this reference into these Terms.

Linking to the Website and Social Media Features

You may link to the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as

to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- link from your own or certain third-party websites to certain content on this Website;
- send emails or other communications with certain content, or links to certain content, on this Website; or
- cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- establish a link from any website that is not owned or controlled by you;
- cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking; or
- otherwise take any action with respect to the content on this Website that is inconsistent with any other provision of these Terms.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website or Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the State of Texas in the United States. We provide this Website and the Services for use only by persons located in the United States. We make no claims that the Website, the Services, or any of their content is accessible or appropriate outside of the United States. Access to the Website or Services may not be legal by certain persons or in certain countries. If you access the Website or Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Data Retention and Deletion

- **Interview Link Expiration.** Your interview access link has an expiration date set by the Hiring Company (default 30 days from issuance). After expiration, the link can no longer be used to start a new interview.
- **Data Retention.** Your interview data (including recordings, transcripts, scores, resume, and related data) is retained until you request deletion.
- **Deletion Requests.** You may request deletion of your personal data by contacting us at support@prepify.pro. Upon receiving a verified deletion request, we will delete your personal data, recordings, transcripts, and scores within 30 days.
- **Anonymized Data.** Anonymized or aggregated data derived from your interview that cannot be used to identify you may be retained even after a deletion request.
- **Company Cancellation.** If the Hiring Company cancels their Evy subscription, your interview data remains in our system. The Hiring Company will lose access to your data.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR USE OF THE WEBSITE OR SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SERVICES OR BY YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE WEBSITE, OR ON ANY WEBSITE LINKED TO IT, ANY DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL.

YOUR USE OF THE WEBSITE, THE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SERVICES IS AT YOUR OWN RISK. THE WEBSITE, THE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE MAKE NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE OR SERVICES. WITHOUT LIMITING THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THE WEBSITE, THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE, THE

SERVICES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT AI-GENERATED SCORES, ASSESSMENTS, INTEGRITY REPORTS, OR ANALYSES WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, OR THAT THE SERVICES WILL RESULT IN ANY PARTICULAR EMPLOYMENT OUTCOME.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, THE SERVICES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE WEBSITE OR THROUGH THE SERVICES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF EMPLOYMENT OPPORTUNITIES, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

PREPIFY AI SHALL NOT BE LIABLE FOR:

- hiring decisions made by any Hiring Company using the platform;
- AI scoring errors, inaccuracies, or biases in automated evaluations;
- errors or inaccuracies in resume parsing or analysis;
- false integrity monitoring flags or assessments; or
- any actions taken by a Hiring Company based on information provided through the Services.

TO THE FULLEST EXTENT PERMITTED BY LAW, PREPIFY AI'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold us harmless, along with our affiliates, licensors, and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- your violation of these Terms;
- your use of the Website or Services, including, but not limited to, your User Communications, any use of the Website's or Services' content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Website or Services;
- your provision of false, misleading, or inaccurate information;
- your infringement of any third-party rights; or
- your use of the Website or Services in violation of applicable law.

Governing Law and Jurisdiction

All matters relating to the Website, the Services, and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms, the Website, or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case located in the County of Collin, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS, THE WEBSITE, OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by us of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any

failure on our part to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Entire Agreement

These Terms, together with the Privacy Policy and any other documents incorporated by reference, constitute the sole and entire agreement between you and us regarding the Website and the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website and the Services.

Your Comments and Concerns

All feedback, comments, requests for technical support, and other communications relating to the Website or Services should be directed to:

Prepify AI, LLC

Plano, Texas

Email: notifications@evy.io