

TERMS OF SERVICE (AGREEMENT)

SMARTHIRE (a PRODUCT OF RONAV-AI)

Last Updated: 25 December 2025

THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CLICKING "REGISTER," "SIGN UP," OR BY ACCESSING OR USING THE SMARTHIRE PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS.

1. DEFINITIONS AND INTERPRETATION

1.1 "Service" refers to the SmartHire SaaS platform, including the AI-driven candidate evaluation, suitability analysis, and compliance dashboards provided via the application.

1.2 "User" refers to the individual or legal entity (typically a Recruiter, HR Professional, or Hiring Manager) registering for the Service.

1.3 "User Content" refers to any Job Descriptions (JD), Candidate CVs/Resumes, Cover Letters, or proprietary business information uploaded by the User.

1.4 "AI Outputs" refers to the suitability scores, compliance matrices, summaries, and screening text generated by the Service.

2. NATURE OF THE SERVICE (AI ADVISORY DISCLAIMER)

2.1 No Professional Advice: SmartHire is an artificial intelligence-powered analytical tool. The outputs generated by the Service are for informational and screening support purposes only. They do not constitute legal or professional HR advice.

2.2 No Automated Decision Making: The User acknowledges that SmartHire provides recommendations only. The final decision to interview or hire a candidate rests solely with the User.

2.3 No Guarantee of Results: The Company makes no representation or warranty that the use of the Service will result in: (a) The detection of all unsuitable candidates; (b) The hiring of a "perfect" candidate; or (c) The perfect interpretation of CV data.

2.4 AI Hallucinations & Accuracy: The User acknowledges that AI technologies may produce "hallucinations" or factually incorrect information. The User assumes full responsibility for reviewing and validating all AI Outputs before making hiring decisions.

3. LICENSE AND INTELLECTUAL PROPERTY

3.1 Ownership of User Content: The Company claims no ownership rights over the JDs or CVs uploaded by the User. All intellectual property rights in the User Content remain with the User or the respective Candidate.

3.2 License to Process: By uploading User Content, the User grants the Company a license to access and process said Content solely for the purpose of providing the Service.

3.3 Ownership of Platform: The SmartHire platform, including its source code, algorithms, UI design, and analytics architecture, is the exclusive property of the Company.

4. USER OBLIGATIONS AND CONDUCT

4.1 Authorized Use: You agree to use the Service only for lawful business purposes.

4.2 Data Privacy Consent: You warrant that you have obtained all necessary consents from third parties (Candidates) to upload their personal data (CVs/Resumes) to the Service for processing.

4.3 Account Security: You are responsible for safeguarding your login credentials.

5. SUBSCRIPTION, BILLING, AND CANCELLATION

5.1 Free Trial: The Company may offer a limited free trial (e.g., 3 CV Audits). The Company reserves the right to modify this offer at any time.

5.2 Pro Subscription: Continued use requires a paid subscription ("SmartHire Pro"). (a) **Fees:** Fees are billed monthly in advance via Stripe. (b) **Automatic Renewal:** Subscriptions automatically renew unless canceled at least 24 hours before the end of the billing cycle. (c) **Cancellation:** Users may cancel at any time via the "Manage Subscription" link in the dashboard.

6. CONFIDENTIALITY & DATA SECURITY

6.1 Confidentiality: The Company agrees to treat all User Content as Confidential Information. We will not share, sell, or disclose User Content to third parties, except to our authorized infrastructure providers (Google, Stripe, Firebase).

6.2 AI Training: The Company warrants that User Content is **not** used to train public AI models.

7. LIMITATION OF LIABILITY

7.1 Indirect Damages: IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF THE SERVICE.

7.2 Liability Cap: THE COMPANY'S TOTAL CUMULATIVE LIABILITY TO YOU SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO THE COMPANY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 Jurisdiction: These Terms shall be governed by the laws of **Malaysia**.

8.2 Dispute Resolution: Any dispute shall be referred to and finally resolved by arbitration in Malaysia.