

# Terms of Service — Employers and Agencies

**Version:** 1.0

**Last Updated:** 26 February 2026

**Effective Date:** 26 February 2026

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## 1. Introduction

These Terms of Service for Employers and Agencies ("Terms") form a legally binding agreement between your organisation ("you", "Employer") and Svayz Ltd ("Svayz", "we", "our", "us"), a company registered in England and Wales (Company Number 17001057), governing your use of the Svayz recruitment platform at svayz.com (the "Platform") as an employer, hiring manager, or recruitment agency.

By creating an employer account, posting a job, or accessing employer features, you agree to these Terms on behalf of your organisation.

**If you are a recruitment agency, additional provisions in Section 13 apply.**

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## 2. Eligibility

To use the Platform as an employer, you and your organisation must:

- Be a legitimate business entity (company, partnership, sole trader, or other lawful organisation)
- Have the authority to enter into these Terms on behalf of your organisation
- Have a genuine requirement to hire for the roles you post
- Comply with all applicable employment laws in your jurisdiction
- Not be subject to sanctions or legal prohibition from hiring

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## 3. Employer Accounts and Organisation Setup

### 3.1 Account Creation

Employer accounts are linked to a Clerk organisation. The person who creates the organisation account ("Account Owner") is responsible for:

- Providing accurate organisation details
- Managing team member access and permissions
- Ensuring all users within the organisation comply with these Terms
- Maintaining the accuracy of the account

## 3.2 Team Access

You may invite additional users (hiring managers, recruiters) to your organisation. Each user must agree to these Terms individually. The Account Owner is responsible for revoking access for departed team members promptly.

## 3.3 Organisation Verification

Svayz reserves the right to verify the legitimacy of employer organisations. We may request evidence of your business registration or hiring authority. Failure to provide requested evidence may result in suspension.

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## 4. Job Postings

### 4.1 Posting Requirements

All job postings must:

- Represent genuine, current vacancies with actual hiring intent
- Accurately describe the role, responsibilities, requirements, and compensation (where applicable)
- Comply with all applicable advertising and employment laws
- Not discriminate on any protected characteristic under the Equality Act 2010

### 4.2 Prohibited Postings

You must not post:

- **Ghost jobs:** Roles with no genuine hiring intention, posted for data collection, market research, or pipeline building
- **Misleading roles:** Jobs where key terms (salary, location, role scope) differ materially from the advertised description
- **Illegal roles:** Positions involving unlawful activity
- **MLM/commission-only without disclosure:** Multi-level marketing or commission-only roles must be clearly labelled

### 4.3 Content Standards

Job posting content must not contain:

- Discriminatory language or unlawful requirements
- False salary figures or misleading compensation claims
- Spam-like content, keyword stuffing, or SEO manipulation
- Links to external application systems without disclosure

### 4.4 Posting Removal

Svayz reserves the right to remove any job posting that violates these Terms without notice. We will endeavour to notify you of removals where feasible.

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## 5. Candidate Data and Privacy

### 5.1 Data Controller Obligations

When you receive candidate personal data through the Platform, you become an independent data controller for that data. You are responsible for:

- Processing candidate data lawfully under UK GDPR / applicable data protection law
- Only using candidate data for legitimate recruitment purposes related to the specific role
- Not sharing candidate data with third parties without appropriate legal basis
- Securely deleting candidate data when no longer needed for the role
- Complying with candidate data rights requests

### 5.2 Data Use Restrictions

Candidate data provided through Svayz may not be used to:

- Contact candidates about roles other than the one they applied for without their consent
- Build or enrich a candidate database outside the Platform
- Share with other employers or third-party services
- Conduct any profiling outside the Platform's AI tools

### 5.3 Data Minimisation

Only access and retain the candidate data you actually need for the specific hiring decision.

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## 6. AI Screening and Assessment Tools

### 6.1 Advisory Nature of AI Outputs

All AI-generated outputs on the Platform — including compatibility scores, screening reports, and interview summaries — are **advisory only**. They are tools to assist human decision-making.

You must not:

- Reject or exclude candidates based solely on AI-generated scores without human review
- Use AI outputs as the only basis for a hiring decision
- Override human judgment using AI scores in a way that could constitute unlawful automated decision-making

## 6.2 Employer Responsibilities for Fair Hiring

You remain fully responsible for ensuring your hiring process:

- Complies with the Equality Act 2010 and other applicable employment law
- Does not discriminate on any protected characteristic
- Treats all candidates fairly and consistently
- Maintains appropriate records of decisions

## 6.3 EU AI Act Compliance

If you use Svayz's high-risk AI features for recruitment within EU/EEA jurisdictions, you acknowledge:

- Svayz provides the AI system; you are the deployer
- As deployer, you have obligations under the EU AI Act including human oversight and transparency
- You must inform candidates when AI is used in their assessment (Svayz surfaces this through Platform notices, but you bear ultimate responsibility)

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## 7. Subscriptions and Billing

### 7.1 Subscription Plans

Employer features may be subject to subscription fees. Current plans and pricing are available at [svayz.com/pricing](https://svayz.com/pricing). By selecting a paid plan, you agree to the associated fees.

### 7.2 Payment

Payments are processed by Stripe. By providing payment details, you agree to Stripe's terms of service. Svayz does not store your payment card information.

### 7.3 Renewals

Subscriptions renew automatically at the end of each billing period. You may cancel renewal at any time from your account settings. Cancellation takes effect at the end of the current billing period — no pro-rata refunds for unused time.

### 7.4 Refunds

Svayz does not provide refunds for subscription fees unless required by law, except at our discretion in cases of Platform unavailability exceeding 24 continuous hours.

### 7.5 Pricing Changes

We will provide at least 30 days' notice of price increases. Price changes take effect at your next renewal.

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## 8. Intellectual Property

### 8.1 Platform IP

All intellectual property in the Platform (including software, design, AI models, and documentation) belongs to Svayz or its licensors. Your subscription grants you a limited, non-exclusive, non-transferable licence to use the Platform for your internal recruitment purposes.

### 8.2 Your Content

You retain ownership of content you submit (job descriptions, company information, communications). You grant Svayz a licence to display and process this content to operate the Platform.

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## 9. Confidentiality

You agree to keep confidential any non-public information about the Platform's AI systems, pricing, or commercial terms that is designated confidential or that a reasonable person would understand to be confidential. This obligation survives termination.

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## 10. Representations and Warranties

You represent and warrant that:

- You have authority to enter into these Terms on behalf of your organisation
- All information provided to Svayz is accurate and up to date
- You will use the Platform only for lawful recruitment purposes
- Your use of the Platform will comply with all applicable laws, including employment law, data protection law, and anti-discrimination law

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## 11. Limitation of Liability

To the maximum extent permitted by law:

- Svayz is not liable for indirect, consequential, or incidental damages
- Our total aggregate liability is limited to the fees paid by you to Svayz in the 12 months preceding the claim
- We are not responsible for your hiring decisions, employment outcomes, or disputes with candidates

Nothing limits our liability for fraud, death or personal injury caused by our negligence, or any other non-excludable liability.

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## 12. Indemnification

You agree to indemnify, defend, and hold harmless Svayz from claims, damages, and expenses (including legal fees) arising from:

- Your misuse of the Platform or violation of these Terms
- Your job postings or communications with candidates
- Your hiring decisions or employment disputes
- Your breach of data protection obligations regarding candidate data

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## 13. Additional Terms for Recruitment Agencies

If you use the Platform as a recruitment agency:

- You may post roles on behalf of client companies provided you have the client's express authority
- You must clearly disclose that you are acting as an agency in your job postings (not as the direct employer)
- You may not use Svayz to collect candidate data speculatively for clients who have not authorised specific roles
- You are responsible for ensuring your clients comply with applicable employment and data protection law
- Agency candidate placements may be subject to platform-specific terms available on request

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## 14. Termination

### 14.1 By You

You may close your employer account at any time from your account settings. Data deletion follows our Privacy Policy retention schedule.

### 14.2 By Svayz

We may suspend or terminate your account for:

- Breach of these Terms or our Acceptable Use Policy
- Fraudulent activity or misrepresentation
- Non-payment of subscription fees
- Conduct harmful to candidates or other users

For serious violations (fraud, discrimination), we reserve the right to terminate without notice.

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## 15. Changes to These Terms

We may update these Terms periodically. For material changes:

- We will notify Account Owners by email at least 30 days before changes take effect
- Continued use after changes take effect constitutes acceptance

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## 16. Governing Law and Disputes

These Terms are governed by the laws of England and Wales. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

We encourage resolving disputes informally first — contact [infra-admin@svayz.com](mailto:infra-admin@svayz.com).

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## 17. Contact Us

**General:** [infra-admin@svayz.com](mailto:infra-admin@svayz.com)

**Legal:** [legal@svayz.com](mailto:legal@svayz.com)

**Data Protection:** [infra-admin@svayz.com](mailto:infra-admin@svayz.com)

**Trust and Safety:** [infra-admin@svayz.com](mailto:infra-admin@svayz.com)

**Address:** Swayz Ltd, 124-128 City Road, London, England EC1V 2NX