

# TERMS AND CONDITIONS

Generic Assessment Services

## 1. Parties

These Terms and Conditions (“**Terms**”) govern the purchase and use of assessment services provided by:

### **Aivaly SAS**

SIREN 100 275 635

Legal address: 971 CHEMIN de la Chapelle 06250 Mougins FRANCE

Registered under French law

(“**Contractor**”)

and the business client purchasing assessment services (“**Client**”).

By purchasing assessment packs or making payment via invoice or payment link, the Client accepts these Terms.

## 2. Services Overview

**2.1.** The Contractor provides the following generic services in the form of pre-defined service packs (“**Service Packs**”), which may include:

**A. Assessment Packs**, which may include:

- a) setup of assessments based on the Client’s provided job description or role profile
- b) scheduling and coordination of assessment sessions, where applicable
- c) delivery of assessment sessions involving human assessors and/or automated tools

d) scoring and evaluation of responses using the Contractor's methodology, including the use of anonymised or pseudonymised transcripts processed by large language models as decision-support tools

e) preparation of reports, summaries, and competency-based evaluations for the Client

**B. Mentoring and Personal Development Packs**, which may include:

a) one-to-one mentoring, coaching, or personal development sessions delivered remotely

b) professional guidance related to leadership development, career positioning, decision-making, or performance reflection

c) structured discussion frameworks, exercises, or reflections used during sessions

d) high-level written or verbal summaries following sessions, where applicable

**2.2.** Each Service Pack consists of a predefined number of sessions or assessments, as agreed at the time of purchase. The exact number is determined commercially and is not specified in these Terms.

**2.3.** Services are advisory, reflective, and evaluative in nature and do not constitute legal, medical, psychological, therapeutic, or employment advice.

**2.4.** These Terms apply only to generic Service Packs and do not include bespoke consulting, long-term advisory retainers, or custom projects, which may be governed by a separate written agreement.

### **3. Ordering, validity, and payment**

3.1. The Client may purchase Service Packs containing a defined number of sessions.

3.2. Unless otherwise stated in writing:

- Service Packs are valid for **up to 6 months** from the date of purchase
- Services commence only after **full payment** is received

3.3. Unused sessions may expire after **6 months** if not scheduled or initiated. No refunds, extensions, or credits are provided after expiry unless expressly agreed in writing.

3.4. Additional sessions may be purchased at the price applicable at the time of purchase.

## **4. Refunds and cancellations**

4.1. All sales are final.

4.2. A refund may be issued only if a purchased assessment cannot be delivered due to a technical failure fully attributable to the Contractor.

4.3. No refunds are provided for:

- candidate no-shows
- missed or delayed sessions caused by the Client
- inaccurate or incomplete information provided by the Client

## **5. Client responsibilities**

5.1. The Client is responsible for:

- a) providing accurate job descriptions and role requirements
- b) supplying correct candidate contact details
- c) ensuring candidates have been lawfully sourced and informed of the assessment

5.2 The Client is responsible for ensuring candidate attendance at scheduled assessment sessions.

5.3 Each assessment session may be rescheduled once, provided the rescheduling request is made at least 5 hours before the scheduled start time.

5.4 Any rescheduling request made less than 5 hours before the scheduled start time, or failure of a candidate to attend a scheduled session, shall be treated as a no-show.

5.5 For each purchased Assessment Pack, the Contractor will allow one no-show without consuming an assessment.

5.6 From the second no-show onward, the relevant assessment shall be deemed used and non-refundable.

## **6. Reports and recommendations**

6.1. The Contractor provides assessment results, job fit evaluation, competency grades, and professional recommendations based on the information available at the time of assessment.

6.2. The Contractor does not guarantee hiring outcomes, job performance, or legal compliance.

6.3. All hiring, promotion, or termination decisions remain the sole responsibility of the Client.

## **7. Intellectual property**

7.1. All assessment content, methodologies, scoring models, templates, reports, tools, and materials are the intellectual property of the Contractor or its licensors.

7.2. Upon full payment, the Client receives a limited, non-exclusive, non-transferable right to use reports internally for business purposes.

7.3. The Client may not reproduce, distribute, modify, translate, or reverse engineer any assessment materials without prior written consent.

7.4. The Contractor may reuse and further develop its methodologies, tools, and fully anonymised and/or aggregated datasets, provided that no client-identifiable or candidate-identifiable data is reused or disclosed.

## **8. Data protection**

8.1. For the purposes of applicable data protection laws, the Client acts as data controller. The Contractor acts as a data processor or independent controller, depending on the nature of the processing, in accordance with applicable data protection laws.

8.2. Where required by applicable law, the Parties shall enter into a separate Data Processing Agreement (DPA), which shall form part of these Terms.

8.3. The Contractor processes personal data in accordance with the EU General Data Protection Regulation (GDPR) and applies appropriate technical and organisational measures to protect personal data.

8.4. Where third-party AI providers are used for transcript processing or analysis, candidate data is pseudonymised or anonymised where technically feasible prior to processing.

8.5. Fully anonymised and aggregated data may be used for analytics, benchmarking, and service improvement purposes.

## **9. Sub-processors**

The Client authorises the Contractor to use standard sub-processors, which may include hosting providers, communication tools, document management systems, and anonymised AI processing services, as required for service delivery.

## **10. Limitation of liability**

10.1. The Contractor acts as a société par actions simplifiée (SAS) and shall be liable only to the extent required by applicable law.

10.2. To the maximum extent permitted by applicable law, the Contractor's total aggregate liability arising out of or in connection with these Terms shall not exceed the total fees actually paid by the Client for the relevant Assessment Packs giving rise to the claim.

10.3. The Contractor shall not be liable for any indirect, consequential, incidental, or economic losses, including loss of profit, loss of business, or business interruption.

10.4. Nothing in these Terms shall exclude or limit liability for fraud, wilful misconduct, or any liability that cannot be excluded or limited under applicable law.

## **11. Marketing references**

11.1. The Contractor may reference the Client by name or logo only with the Client's explicit written consent.

11.2. Consent may be withdrawn at any time.

## 12. Suspension of services

The Contractor may suspend Services in case of:

- a) non-payment
- b) security or compliance risks
- c) misuse of assessment materials
- d) breach of these Terms

Services may resume once the issue is resolved.

## 13. Governing law and jurisdiction

These Terms are governed by the laws of France.

Any dispute arising out of or in connection with these Terms shall be subject to the jurisdiction of the competent courts of France, **without prejudice to any mandatory jurisdiction rules that may apply**.

## 14. Amendments

The Contractor may update these Terms from time to time, with reasonable notice.

Updated Terms apply to new purchases or continued use after notification only and do not apply retroactively.

## 15. Contact details

**Aivaly SAS**

SIREN 100 275 635

Legal address: 971 CHEMIN de la Chapelle 06250 Mougins FRANCE

Email: [info@aivaly.team](mailto:info@aivaly.team)