

# SalesProof End User Licence Agreement

Version v1.4 · Last updated 8 September 2026

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## 1. Definitions

"SalesProof", "we", "us" or "our" means Habami Ltd, a company registered in England and Wales, trading as SalesProof.

"Service" means the SalesProof platform, including the candidate assessment workflow, scoring engine, AI systems, reporting tools, dashboards, branding and white-label features, APIs and any related services.

"Customer", "you" or "your" means the legal entity or individual who has registered for an account or purchased a subscription.

"Candidate" means an individual to whom you send a SalesProof assessment.

"Candidate Data" means information submitted by, or about, a Candidate during an assessment.

"Branding Assets" means logos, trademarks, colour schemes, domain names, copy and other brand materials you upload or configure for use within the Service.

"AI Outputs" means scores, summaries, recommendations and other content generated by the Service's AI systems.

"Beta Features" means features identified as beta, preview, experimental, early-access or similar.

## 2. Licence Grant

Subject to your continued compliance with this Agreement and timely payment of all fees, SalesProof grants you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the Service for your internal hiring, coaching and assessment purposes during your active subscription term.

All right, title and interest in and to the Service, including all intellectual property rights, remain the exclusive property of SalesProof.

## 3. Permitted Use

You may use the Service to invite Candidates, run assessments, generate reports, share reports internally, and (subject to your plan) export branded reports for use within your organisation.

You are responsible for the conduct of any user you authorise to access your account, and for ensuring all such users comply with this Agreement.

## 4. Restrictions

You must not, and must not permit any third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, structure or underlying logic of the Service; (b) resell, sublicense, lease or commercially exploit the Service except as expressly permitted by your subscription plan; (c) use the Service to build, train or benchmark a competing product, model or assessment methodology; (d) extract, replicate or attempt to discover the Service's prompts, scoring rubrics, behavioural models, intelligence layers, AI workflows, assessment methodologies or system architecture; (e) probe, scrape, fuzz or systematically test the Service's AI systems other than through normal product use; (f) circumvent any usage limit, quota or security control; (g) submit unlawful, infringing or harmful content; or (h) impersonate any person or misrepresent your affiliation with any organisation.

Automated access to, or scraping of, the Service is prohibited unless covered by a written agreement with SalesProof.

## 5. Candidate Data, Privacy and Consent

You are the data controller in respect of Candidate Data. SalesProof acts as a data processor and processes Candidate Data on your behalf in accordance with our Data Processing Addendum and Privacy Policy.

You confirm that you have the lawful basis to invite each Candidate, to collect their responses, and to share resulting reports within your organisation. Where required by applicable law, you must obtain the Candidate's informed consent before issuing an assessment.

SalesProof may use de-identified, aggregated data derived from use of the Service to operate, improve and benchmark the Service. We will never sell personal Candidate Data.

## 6. Fees, Subscription and Usage Limits

Fees are payable in advance and are non-refundable except where required by law. Subscription fees grant access to the Service; billable activity is funded separately by Hiring Credits, which you purchase or top up and which are consumed at the point of use.

Hiring Credits are consumed when you launch an assessment (including a SalesProof Pulse assessment, formerly named Promotion Readiness) and when you generate or download the following premium outputs: the Hiring Dossier, Candidate Comparison Reports, Candidate Feedback Reports, Coaching Feedback Reports, the SalesProof Pulse Report, and Interview Intelligence analyses. The number of Hiring Credits required for each assessment type and each premium output is set out in the Service and in your order or plan documentation, and may be updated from time to time on notice. Outputs that are re-renders of content you have already paid for may be provided at no additional Hiring Credit cost.

We may suspend or downgrade access if any payment is more than seven (7) days overdue. Assessments cannot be launched, and billable outputs cannot be generated, without a sufficient Hiring Credit balance.

Taxes (including VAT) will be calculated and collected where applicable.

## 7. Intellectual Property

Subject to your subscription, you retain ownership of Candidate Data and any inputs you provide. You grant SalesProof a worldwide, royalty-free licence to host, process and display this content solely to provide the Service.

All scoring rubrics, prompts, model weights, AI systems, methodologies, workflows, dashboards, reports, platform code, documentation and branding assets created by SalesProof are and remain the exclusive intellectual property of SalesProof.

Customer Logo & Brand Usage. With your prior written approval (which may be granted by email), you grant SalesProof a non-exclusive, revocable, worldwide, royalty-free licence to display your company name and logo to identify you as a SalesProof customer. Permitted use is limited to marketing and promotional contexts, including the SalesProof website, customer lists, investor materials and similar promotional content. You may revoke this permission at any time by emailing us, and we will remove the relevant materials from places under our reasonable control within a commercially reasonable timeframe.

## 8. White-Label and Branding

Where your plan includes white-label or branding functionality, you may upload Branding Assets and configure branded portals, branded reports, recruiter branding, embedded experiences and related customisations solely for your approved business use under this Agreement.

You grant SalesProof a non-exclusive, worldwide, royalty-free licence to host, store, process and display your Branding Assets as needed to provide the Service to you and your authorised users.

You are responsible for ensuring that your Branding Assets — including logos, trademarks, company names, domain names and any other materials you upload — do not infringe the rights of any third party and comply with applicable law.

White-label functionality does not transfer ownership of the Service or any underlying intellectual property to you. SalesProof retains all rights, title and interest in the platform, scoring systems, methodologies, AI systems, workflows, software, dashboards, reports, system architecture and documentation.

You must not (a) represent that you own or developed the Service or its underlying technology, (b) sublicense, resell or transfer access to the Service beyond your authorised users, (c) misuse white-label functionality to obscure SalesProof's role as the underlying provider where disclosure is required by law, or (d) attempt to reverse engineer or replicate the underlying systems that power any branded experience.

## **9. AI Decision-Making and Hiring Responsibility**

The Service is a decision-support tool. AI Outputs — including scores, summaries, recommendations and signals — are assistive only and are intended to help you evaluate Candidates more consistently, not to make hiring decisions on your behalf.

You remain solely responsible for all hiring, employment, progression, coaching and related decisions concerning Candidates and employees. SalesProof does not make employment decisions.

You are responsible for ensuring that your use of the Service complies with all applicable laws, including employment law, equality and anti-discrimination law, hiring and recruitment regulations, and applicable privacy and data protection laws. You should apply appropriate human review to AI Outputs before acting on them.

## **10. Service Availability and Operations**

We aim to provide a reliable, available Service, but we do not guarantee that the Service will be uninterrupted, error-free or continuously available. The Service may be subject to scheduled and emergency maintenance, upgrades, modifications and outages, and may be affected by failures of third-party infrastructure or dependencies outside our reasonable control.

Functionality of the Service will evolve over time. We may add, change, deprecate or remove features, provided that we will not materially reduce the core functionality of a paid plan during its current billing term without a reasonable alternative.

## **11. Suspension**

In addition to suspension for non-payment under Section 6, we may suspend or restrict access to all or part of the Service where reasonably necessary to address: (a) a credible security risk; (b) abuse or misuse of the Service; (c) suspected unlawful activity; (d) protection of platform integrity, other customers or Candidate Data; or (e) attacks on, or threats to, our systems.

Where practicable and lawful, we will give you advance notice of any suspension and work with you to restore access promptly once the underlying issue is resolved.

## **12. Beta, Preview and Experimental Features**

From time to time we may make Beta Features available to you. Beta Features are provided "as available", may change, be limited, be withdrawn or be replaced without notice, may not be fully supported, and are excluded from any service level commitments or warranties.

You should evaluate Beta Features carefully before relying on them, and you use them at your own discretion and risk.

## **13. Case Studies and Testimonials**

We will not publish attributed testimonials, named customer case studies or detailed customer success stories featuring you without your prior approval. Aggregated, anonymised metrics that do not identify you may be used to describe overall platform performance.

## **14. Confidentiality**

Each party will protect the other's Confidential Information using at least the same degree of care it uses for its own (and no less than a reasonable standard of care). Confidential Information will only be used for the purpose of performing under this Agreement.

## **15. Warranties and Disclaimers**

SalesProof warrants that the Service will perform substantially in accordance with its published documentation under normal use.

EXCEPT AS EXPRESSLY STATED, THE SERVICE IS PROVIDED "AS IS" AND SALESPROOF DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. AI OUTPUTS ARE DECISION-SUPPORT SIGNALS, NOT GUARANTEES OF CANDIDATE PERFORMANCE.

## **16. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, GOODWILL OR DATA.

EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY YOU TO SALESPROOF FOR THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Nothing in this Agreement excludes or limits any liability that cannot be excluded or limited under applicable law.

## **17. Indemnification**

You agree to indemnify and hold SalesProof harmless from any third-party claim arising out of: (a) your misuse of the Service; (b) your breach of this Agreement; (c) Candidate Data or Branding Assets provided in violation of applicable law or any third-party rights; or (d) hiring or employment decisions you make in connection with the Service.

## **18. Term and Termination**

This Agreement starts when you accept it and continues for the duration of your subscription. Either party may terminate for material breach if the breach is not cured within thirty (30) days of written notice.

On termination, your right to access the Service ends. SalesProof will delete or return Candidate Data in accordance with the Data Processing Addendum and applicable law.

## **19. Changes to this Agreement**

SalesProof may update this Agreement from time to time. When we do, we will publish a new version, update the version identifier, and require you to accept the updated terms before continuing to use the Service. Your continued use after acceptance constitutes agreement to the updated terms.

## **20. Governing Law and Jurisdiction**

This Agreement is governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

## **21. Contact**

Questions about this Agreement should be sent to [legal@salesproof.io](mailto:legal@salesproof.io).