SalesProof End User Licence Agreement

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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 and the Products, including assessment workflows, voice and role-play experiences, scoring engines, AI systems, reports, development plans, dashboards, branding and white-label features, APIs, integrations and any related services.

"Products" means SalesProof Hire, SalesProof Pulse and SalesProof Sim, and any other product we make available under this Agreement.

"SalesProof Hire" means the Product for assessing candidates for sales roles, including candidate assessments, Interview Intelligence, the Hiring Dossier and Candidate Comparison Reports.

"SalesProof Pulse" (formerly named Promotion Readiness) means the Product for benchmarking and developing the sales skills of your existing employees, including Pulse assessments, the SalesProof Pulse Report, employee development plans and re-assessment.

"SalesProof Sim" means the Product that lets individuals practise sales conversations with an AI-simulated buyer in voice role-play sessions and receive feedback at the end of each session.

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

"Authorised User" means an employee or contractor you permit to access your account to administer or use the Service on your behalf, such as an administrator or hiring manager.

"Participant" means an individual who takes part in the Service at your invitation or with your authorisation, being a Candidate, a Pulse Participant or a Sim User.

"Candidate" means an individual you invite to a SalesProof Hire assessment.

"Pulse Participant" means an employee or other worker of yours whom you invite to a SalesProof Pulse assessment.

"Sim User" means an individual you authorise to take part in SalesProof Sim.

"Sim Session" means a single role-play session in SalesProof Sim.

"Sim Minutes" means the minutes of SalesProof Sim usage included in your plan.

"Participant Data" means information submitted by, or about, a Participant through the Service, including written responses, transcripts, scores, AI Outputs and reports relating to that Participant. Any reference to "Candidate Data" in our Data Processing Addendum, Privacy Policy or the Service means Participant Data.

"Customer Content" means content you upload or configure for use within the Service, other than Participant Data and Branding Assets, such as role details, job descriptions, product information and scenario inputs.

"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, development plans, coaching feedback, simulated buyer responses 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, and the Products included in your subscription plan, for your internal hiring, talent assessment, employee development, coaching and sales training purposes or, where your plan permits, for those purposes on behalf of your own clients, 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

Subject to your plan, you may use the Service to: (a) invite Candidates to SalesProof Hire assessments and generate hiring reports; (b) invite Pulse Participants to SalesProof Pulse assessments and generate Pulse Reports and development plans; (c) give Sim Users access to SalesProof Sim to practise sales conversations; (d) share reports and outputs within your organisation; and (e) where your plan includes branding, export branded reports for use within your organisation.

The Products, features and outputs available to you depend on your subscription plan, and some are available only on specific plans.

You are responsible for the conduct of your Authorised Users, and for ensuring they comply with this Agreement. Participants must be 18 or over. You must not invite anyone under 18 to use the Service.

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, report templates or system architecture, including by analysing reports or AI Outputs; (e) probe, scrape, fuzz, jailbreak, prompt-inject or systematically test the Service's AI systems, including the SalesProof Sim AI buyer, other than through normal product use; (f) circumvent any usage limit, quota or security control; (g) submit unlawful, infringing or harmful content; (h) impersonate any person or misrepresent your affiliation with any organisation; or (i) record, copy or distribute SalesProof Sim scenarios, AI buyer personas or synthetic voices outside the Service.

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

5. Participant Data, Privacy and Transparency

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

You confirm that you have a lawful basis to invite each Participant, to collect their responses (including spoken responses, which are transcribed where a Product uses voice), and to share resulting reports within your organisation. You are responsible for choosing that lawful basis. Where Participants are your employees, you should recognise that their consent may not be freely given.

Before a Participant first uses the Service, you must give them clear information about: which Product they are using and why; that they will interact with AI systems, and in SalesProof Sim with an AI-simulated buyer; that their voice sessions will be transcribed, with audio processed in real time and not stored; how AI Outputs will be used; and who in your organisation will see the results. Where required by applicable law, you must also obtain the Participant's consent.

Where you use the Service with your own employees, you are responsible for complying with employment law, including any duty to inform or consult employees or their representatives.

The Service processes audio in real time solely to produce transcripts, AI Outputs and in-session responses. SalesProof does not store audio recordings and does not use voice data to identify Participants by biometric means.

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 Participant Data.

6. Fees, Subscription and Credits

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 Credits, which you purchase or top up and which are consumed at the point of use.

Credits are consumed when you launch a SalesProof Hire assessment or a SalesProof Pulse assessment, when a Sim Session is started, 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, employee development plans, and Interview Intelligence analyses. The number of Credits required for each assessment type, Sim Session and 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 Credit cost.

SalesProof Sim usage is also measured in Sim Minutes. Sim Sessions draw on the Sim Minutes included in your plan as well as consuming Credits. Once your Sim Minutes are used up, Sim Sessions cannot be started until your allowance renews, unless your plan documentation says otherwise.

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

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

7. Intellectual Property

Subject to your subscription, you retain ownership of Participant Data, Customer Content and any other inputs you provide. You grant SalesProof a worldwide, royalty-free licence to host, process and display this content, and to generate AI Outputs from it, solely to provide the Service.

All scoring rubrics, prompts, model weights, AI systems, methodologies, workflows, Sim scenarios, AI buyer personas, synthetic voices, dashboards, report and development plan templates, platform code, documentation and branding assets created by SalesProof are and remain the exclusive intellectual property of SalesProof.

Reports and AI Outputs embody SalesProof's methodologies and templates. Provided all applicable fees were paid, SalesProof grants you a non-exclusive, non-transferable licence to use the reports and AI Outputs generated for your account for your internal purposes, during and after your subscription. You may share a report with the Participant it concerns and, where Section 2 permits work on behalf of your clients, with the client concerned. This licence gives you no rights in SalesProof's methodologies, scoring rubrics, templates, formats or designs. You must not: (a) remove or obscure SalesProof attribution or proprietary notices from reports, except as white-label functionality permits; (b) use reports or AI Outputs, individually or in aggregate, to reconstruct, replicate or derive SalesProof's methodologies, rubrics or templates; (c) use them to build, train or benchmark any AI model, assessment or competing product; or (d) publish, sell or distribute them beyond the uses this Section permits.

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, branded SalesProof Pulse and SalesProof Sim experiences, 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 and Participants.

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 and Participants, (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. Product-Specific Terms

9.1 SalesProof Hire. You may use SalesProof Hire to evaluate Candidates for roles in your organisation or, where your plan permits, for roles with your own clients. Reports may include signals such as response authenticity and time taken. These are evidence for human interpretation, not findings of misconduct.

Where a Candidate you hire becomes a Pulse Participant, you may use their SalesProof Hire results as a baseline in SalesProof Pulse only if you have told them this will happen and have a lawful basis for that further use.

9.2 SalesProof Pulse. SalesProof Pulse is designed to benchmark and develop the skills of your existing employees. Pulse results and development plans are developmental guidance. You must not use them as the sole basis for dismissal, disciplinary action, redundancy selection or pay decisions. Any decision of that kind must involve meaningful human review of other relevant evidence.

9.3 SalesProof Sim. SalesProof Sim is a practice and training tool. It is currently a Beta Feature, and Section 13 applies to it until we tell you otherwise. The AI buyer is simulated: its statements are fictional and must not be relied on as fact. Feedback given at the end of a Sim Session is coaching guidance, not a formal assessment of competence.

Sim Sessions are transcribed to generate feedback; the audio is not stored. Sim Users must not enter confidential third-party information or real customers' personal data into a Sim Session.

You must not use Sim Sessions or their outputs for performance management, disciplinary, promotion or other employment decisions.

Where an authorised administrator of your account enables it, SalesProof Sim may use Participant Data from your SalesProof Hire or SalesProof Pulse records, such as recent assessment results, to tailor Sim Sessions.

10. AI Outputs and Decision Responsibility

The Service is a decision-support and training tool. AI Outputs, including scores, summaries,

recommendations, development plans, coaching feedback and signals, are assistive only. They are intended to help you evaluate and develop Participants more consistently, not to make decisions on your behalf.

You remain solely responsible for all hiring, employment, promotion, performance, pay, development, coaching and related decisions concerning Participants. SalesProof does not make employment decisions.

The Service does not make automated decisions about Participants. The Hiring Dossier, reports and other AI Outputs provide evidence for a human to review. You must apply meaningful human review to that evidence before making any decision about a Participant, and must not use AI Outputs as the sole basis for a decision with legal or similarly significant effects.

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, data protection law and, where they apply to you, laws regulating the use of AI systems.

11. 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.

12. 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 Participant 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.

13. 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.

14. 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.

15. 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. SalesProof's Confidential Information includes its prompts, scoring rubrics, methodologies, report and development plan templates, and any non-public information about the Service.

16. 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, INCLUDING DEVELOPMENT PLANS AND SIMULATED BUYER RESPONSES, ARE DECISION-SUPPORT AND TRAINING SIGNALS, NOT GUARANTEES OF ANY PARTICIPANT'S PERFORMANCE.

17. 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.

18. 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) Participant Data, Customer Content or Branding Assets provided in violation of applicable law or any third-party rights; or (d) hiring, employment, promotion, performance or other decisions you make about Participants in connection with the Service.

19. 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 Participant Data, including transcripts, in accordance with the Data Processing Addendum and applicable law. Sections 4, 7, 15, 16, 17, 18 and 21 survive termination.

20. 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.

21. 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.

22. Contact

Questions about this Agreement should be sent to sales@salesproof.io.