

# Staff OS — Terms of Service

Last Updated: February 10, 2026

Staff OS, LLC ("Staff OS," "we," "us," or "our") provides an AI-powered recruitment engagement platform, including automated candidate communication, screening, database management, and related services (collectively, the "Platform"). These Terms of Service ("Terms") govern the relationship between Staff OS and any organization that subscribes to or uses the Platform ("Client," "you," or "your").

By executing an Order Form that references these Terms, or by accessing or using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms. Together, these Terms and any applicable Order Form(s) constitute the complete agreement between the parties (the "Agreement").

Staff OS reserves the right to modify these Terms from time to time. Modified Terms become effective with respect to any new Order Form executed after the date of modification. The current and archived versions of these Terms are available by contacting [legal@staff-os.com](mailto:legal@staff-os.com).

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## 1. DEFINITIONS

**1.1 "Affiliate"** means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means ownership of at least fifty percent (50%) of the equity or beneficial interests.

**1.2 "AI Services"** means the automated conversational engagement, candidate screening, job matching, profile analysis, database reactivation, and other artificial intelligence–driven features provided through the Platform.

**1.3 "Applicable Law"** means any local, state, provincial, national, or foreign law, regulation, treaty, or order applicable to a party in the performance of its obligations under the Agreement, including without limitation the laws of the United States, Canada, and their respective states and provinces.

**1.4 "Candidate Data"** means information relating to job candidates, applicants, or prospective employees that is submitted to, collected by, or processed through the Platform, including Personal Information.

**1.5 "Client Data"** means all electronic data, information, or content submitted, uploaded, transmitted, or otherwise made available by or on behalf of Client through the Platform, including Candidate Data and Personal Information.

**1.6 "Documentation"** means the current version of the Staff OS user guides, help documentation, and technical specifications for the Platform, as updated by Staff OS from time to time.

**1.7 "Intellectual Property Rights"** means all registered and unregistered rights under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property laws, in any jurisdiction.

**1.8 "Order Form"** means any ordering document, statement of work, or subscription agreement executed by authorized representatives of both parties that references these Terms. In the event of a conflict, the provisions of an Order Form take precedence over these Terms.

**1.9 "Personal Information"** has the meaning set forth in the Staff OS Data Processing Addendum ("DPA"), available at [staffos.com/legal/dpa], which is incorporated herein by reference.

**1.10 "Platform"** means the Staff OS software-as-a-service, including AI Services, conversational interfaces, screening tools, analytics dashboards, database management capabilities, and any related improvements, modifications, and updates made available to Client pursuant to the Agreement. The Platform excludes Professional Services.

**1.11 "Professional Services"** means implementation, configuration, integration, training, or other professional services provided by Staff OS as described in an Order Form.

**1.12 "User"** means any individual authorized by Client to access or use the Platform, including Client's employees, Affiliates' employees, or authorized third parties (excluding direct competitors of Staff OS).

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## 2. PLATFORM AND AI SERVICES

### 2.1 Provision of the Platform

Staff OS will make the Platform available to Client for Client's internal recruitment, hiring, and human capital management purposes, subject to the terms of the Agreement. The Platform includes AI-powered features that operate on a continuous (24/7) basis.

### 2.2 AI-Powered Features

The Platform utilizes artificial intelligence to provide, among other things:

- **Automated Candidate Engagement:** AI-driven conversational interactions with candidates via SMS, MMS, web chat, and other messaging channels, with target response times designed to be near-instantaneous.
- **Bilingual Communication:** Automated conversations in English and Spanish. Staff OS endeavors to provide accurate bilingual support but does not warrant that automated translations will be error-free in all cases.
- **Multi-Tier Screening:** Automated screening processes including knockout question evaluation, job matching algorithms, and candidate profile analysis.
- **Database Reactivation:** Re-engagement of dormant candidates within Client's database, subject to Client's compliance with consent and Applicable Law requirements as described in Section 4.
- **Analytics and Attribution:** Tracking of lead sources, conversion metrics, and recruitment funnel performance across integrated platforms.

### 2.3 Service Levels

Any response-time targets, uptime commitments, or other service levels are as specified in the applicable

Order Form or a separate Service Level Agreement. Unless expressly guaranteed in an Order Form, response-time targets (including sub-two-minute response goals) represent performance objectives, not contractual warranties.

## **2.4 Modifications to the Platform**

Staff OS may make commercially reasonable changes to the Platform without prior notification, provided such changes do not materially reduce the features or functionality of the Platform during the term of Client's subscription. Staff OS will comply with Applicable Law.

## **2.5 Data Security**

Staff OS maintains a commercially reasonable, risk-based information security program that includes administrative, technical, and physical safeguards designed to protect the Platform and Client Data against accidental, unauthorized, or unlawful access, disclosure, destruction, loss, or misappropriation, consistent with SOC 2 Type II, ISO 27001, or equivalent industry standards. Upon written request, Staff OS will make available its then-current SOC 2 Type II compliance reports to enable Client to verify compliance. Such reports are Staff OS Confidential Information.

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# **3. PROFESSIONAL SERVICES**

## **3.1 Scope**

All Professional Services will be described in an Order Form. Staff OS will perform Professional Services in a professional and workmanlike manner consistent with customary industry standards.

## **3.2 Warranty**

Staff OS warrants that Professional Services will be performed with reasonable skill and care by competent, properly qualified personnel. If Staff OS breaches this warranty, it will correct deficiencies at no additional charge, provided Client gives written notice within thirty (30) days of delivery. If Staff OS cannot correct deficiencies after good-faith efforts at commercially reasonable cost, Staff OS will refund pro-rated amounts paid for the defective portion.

## **3.3 Client Responsibilities**

Client will provide timely and accurate information, access to relevant personnel, and necessary resources as reasonably requested by Staff OS. Delays caused by Client's failure to meet its obligations will not be attributable to Staff OS.

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# **4. CLIENT OBLIGATIONS AND USE RESTRICTIONS**

## **4.1 Permitted Use**

Client will:

(a) Use the Platform solely for its internal recruitment, hiring, and human capital management purposes;

- (b) Comply with all Applicable Law, including laws governing automated communications, employment, anti-discrimination, data protection, and electronic consent;
- (c) Obtain and maintain all legally required consents from candidates, employees, and other individuals before their Personal Information is submitted to or processed by the Platform, including consents required for AI-driven communications, SMS/MMS messaging, and database reactivation of dormant candidates;
- (d) Ensure that any use of AI Services for screening or decision-support complies with Applicable Law, including ensuring meaningful human oversight of any employment decisions informed by AI-generated outputs;
- (e) Promptly notify Staff OS of any unauthorized access to or use of the Platform;
- (f) Take sole responsibility for the accuracy, quality, and legality of Client Data; and
- (g) Designate a primary point of contact for communications with Staff OS.

#### **4.2 Database Reactivation — Specific Obligations**

Client acknowledges that database reactivation features re-engage candidates who may not have interacted with Client for an extended period. Client is solely responsible for:

- (a) Ensuring that all applicable consents remain valid and have not been withdrawn prior to initiating reactivation campaigns;
- (b) Maintaining accurate records of consent status, opt-out requests, and communication preferences;
- (c) Complying with all Applicable Law governing re-contact of dormant individuals, including TCPA, CASL (Canada's Anti-Spam Legislation), CAN-SPAM, and applicable state and provincial regulations; and
- (d) Configuring reactivation parameters to respect any time-based or frequency-based limits required by Applicable Law or industry best practices.

#### **4.3 Prohibited Uses**

Client will not:

- (a) Reverse engineer, decompile, disassemble, or attempt to extract source code or algorithms from the Platform;
- (b) License, sublicense, sell, resell, rent, lease, distribute, or commercially exploit the Platform;
- (c) Use the Platform to send messages unrelated to recruitment, hiring, or human capital management;
- (d) Use the Platform for fully automated employment decisions that produce legal effects without meaningful human review;
- (e) Interfere with or disrupt the Platform or other clients' use thereof;
- (f) Send or store viruses, malicious code, or infringing, defamatory, or unlawful content;
- (g) Conduct security testing of the Platform without Staff OS's prior written consent;

- (h) Use the Platform in any manner that violates Applicable Law or third-party rights; or
- (i) Share User accounts between individuals (Client may reassign accounts to replacement Users).

#### **4.4 Suspension**

Staff OS may temporarily suspend Client's access to the Platform if it reasonably determines that: (a) there is a security threat; (b) Client's use poses a risk to the Platform or other clients; or (c) Client is using the Platform for unauthorized or illegal activities. Staff OS will provide written notice and will restore access as promptly as practicable after the triggering event is resolved.

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### **5. MESSAGING SERVICES AND COMPLIANCE**

#### **5.1 SMS and MMS**

The Platform may facilitate SMS, MMS, and other messaging communications. Client is solely responsible for compliance with all Applicable Law governing such communications, including TCPA, CASL, and applicable carrier requirements.

#### **5.2 Carrier Registration**

Client agrees to cooperate with Staff OS in registering short codes and long codes with telecommunications providers, including providing accurate "know your customer" information. Staff OS does not control message throughput, and failure to comply with registration requirements may impair messaging functionality. Staff OS is not liable for consequences of Client's non-compliance.

#### **5.3 Opt-Out Compliance**

Client will ensure that all messaging facilitated through the Platform honors opt-out requests promptly and in accordance with Applicable Law.

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### **6. FEES AND PAYMENT**

#### **6.1 Fees**

Client will pay all fees specified in the applicable Order Form ("Fees"). Unless otherwise stated, Fees are in U.S. Dollars and exclude taxes.

#### **6.2 Invoicing and Payment**

Unless otherwise specified in an Order Form: (a) annual subscription Fees are invoiced annually in advance; (b) one-time fees are invoiced upfront in full; and (c) payment is due within thirty (30) days of invoice date.

#### **6.3 Late Payment**

Unpaid amounts accrue interest at 1.5% per month (or the maximum rate permitted by law, if lower), except for amounts subject to a good-faith dispute.

## **6.4 Disputed Payments**

Client may dispute an invoice in good faith by providing written notice within ten (10) days of the invoice date, describing the dispute, paying undisputed amounts when due, and paying disputed amounts promptly upon resolution.

## **6.5 Taxes**

Client is responsible for all applicable taxes, levies, and duties associated with its use of the Platform, excluding taxes based on Staff OS's income.

## **6.6 Fee Increases**

Upon renewal, Staff OS may increase Fees by up to five percent (5%) per year to reflect changes in list pricing.

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# **7. CONFIDENTIALITY**

## **7.1 Confidential Information**

"Confidential Information" means all confidential or proprietary information disclosed by one party ("Disclosing Party") to the other ("Receiving Party"), including technical, business, financial, and operational information, the terms of the Agreement, Client Data, and any information designated as confidential.

## **7.2 Exclusions**

Confidential Information does not include information that: (a) is or becomes publicly available without fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure; (c) is independently developed without use of Confidential Information; or (d) is disclosed with the Disclosing Party's written consent.

## **7.3 Obligations**

Each party will: (a) hold Confidential Information in strict confidence; (b) use it solely to perform obligations or exercise rights under the Agreement; and (c) protect it with at least the same care used for its own confidential information, and no less than reasonable care. Disclosure is permitted to representatives who need to know and are bound by equivalent confidentiality obligations.

## **7.4 Compelled Disclosure**

The Receiving Party may disclose Confidential Information if compelled by law, provided it gives the Disclosing Party prompt written notice (where permitted) and cooperates to limit disclosure.

## **7.5 Remedies**

Each party acknowledges that breach of this Section may cause irreparable harm, and either party may seek injunctive relief in addition to other remedies.

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## **8. INTELLECTUAL PROPERTY AND DATA RIGHTS**

### **8.1 Staff OS Ownership**

Staff OS retains all right, title, and interest in and to the Platform, AI Services, and all related Intellectual Property Rights, including improvements, enhancements, and derivative works. Client acquires no ownership rights in the Platform.

### **8.2 Client Data Ownership**

As between the parties, Client owns all Client Data. Staff OS's use of Client Data is limited to: (a) providing the Platform and Professional Services; (b) detecting and preventing security incidents and fraudulent or illegal activity; and (c) as otherwise expressly permitted by the Agreement.

### **8.3 Feedback**

Staff OS has an irrevocable, royalty-free, worldwide, perpetual, transferable, and sublicensable license to use any feedback, suggestions, or recommendations provided by Client relating to the Platform.

### **8.4 De-Identified and Aggregated Data**

Staff OS may de-identify and aggregate Client Data to: (a) improve the Platform and AI Services, including training natural language processing and machine learning models; (b) perform diagnostics and develop enhancements; and (c) produce anonymized analytics, benchmarks, and reports. De-identified and aggregated data will not identify Client or any individual. Staff OS owns all rights in such data.

### **8.5 Personal Information**

Staff OS processes Personal Information in accordance with the DPA.

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## **9. TERM AND TERMINATION**

### **9.1 Term**

The Agreement begins on the date the first Order Form is executed and continues until all subscriptions expire or are terminated.

### **9.2 Renewal**

Subscriptions automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term. Client notices should be sent to [renewal@staff-os.com](mailto:renewal@staff-os.com).

### **9.3 Termination for Cause**

Either party may terminate an Order Form if the other party: (a) materially breaches the Agreement and fails to cure within thirty (30) days of written notice; (b) ceases business operations; or (c) becomes subject to bankruptcy or similar proceedings not dismissed within ninety (90) days.

#### **9.4 Termination for Convenience**

Client may terminate its subscription without cause at any time; however, no refund of Fees paid will be issued, and Client remains responsible for all Fees through the end of the Subscription Term.

#### **9.5 Consequences of Termination**

Upon termination: (a) Client's access to the Platform ceases immediately; (b) each party ceases use of the other's Confidential Information; (c) Client pays all outstanding Fees; and (d) Staff OS will delete Client Data thirty (30) days after termination, during which period Client Data will be available for export. If Client rightfully terminates for cause, Staff OS will refund prepaid Fees for the period after the effective termination date.

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### **10. WARRANTIES AND DISCLAIMER**

#### **10.1 Platform Warranty**

Staff OS warrants that the Platform will perform materially in accordance with the Documentation during the applicable Subscription Term. The Platform may experience temporary unavailability for scheduled or emergency maintenance.

#### **10.2 AI Services Disclaimer**

Client acknowledges that AI Services, including automated conversations, screening algorithms, and job matching, are tools designed to assist—not replace—human judgment. AI outputs may contain inaccuracies and should be reviewed by qualified personnel before reliance. Staff OS does not warrant that AI-generated outputs will be error-free, complete, or suitable for any particular employment decision.

#### **10.3 General Disclaimer**

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, THE PLATFORM IS PROVIDED "AS IS." STAFF OS DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ACCURACY. STAFF OS DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION.

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### **11. INDEMNIFICATION**

#### **11.1 By Staff OS**

Staff OS will defend, indemnify, and hold Client harmless from losses arising from third-party claims that the Platform infringes such third party's Intellectual Property Rights, subject to the indemnification procedures in Section 11.3. If the Platform is enjoined or Staff OS reasonably believes it will be, Staff OS may, at its option, obtain the right for Client to continue use, modify the Platform to be non-infringing, or terminate the affected subscription and refund prepaid Fees for the post-termination period.

## **11.2 By Client**

Client will defend, indemnify, and hold Staff OS harmless from losses arising from third-party claims based on: (a) Client's breach of its obligations under the Agreement; (b) Client's use of the Platform in violation of Applicable Law; (c) Client Data; or (d) Client's failure to obtain required consents for automated communications, database reactivation, or AI-driven processing.

## **11.3 Procedure**

The indemnified party will promptly notify the indemnifying party of any claim (failure to notify does not relieve obligations except to the extent of material prejudice). The indemnifying party controls the defense, and the indemnified party cooperates at the indemnifying party's expense. Settlement requires the indemnified party's consent if it includes non-monetary terms or admissions of fault.

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## **12. LIMITATION OF LIABILITY**

### **12.1 Liability Cap**

EXCEPT FOR (A) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, (B) INDEMNIFICATION OBLIGATIONS, (C) CLIENT'S PAYMENT OBLIGATIONS, AND (D) STAFF OS'S REMEDIATION OBLIGATIONS UNDER SECTION 12.3, NEITHER PARTY'S TOTAL AGGREGATE LIABILITY WILL EXCEED THE FEES PAID OR PAYABLE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM ("GENERAL CAP"). FOR BREACH OF CONFIDENTIALITY, SECURITY, OR PRIVACY OBLIGATIONS, THE CAP INCREASES TO TWENTY-FOUR (24) MONTHS OF FEES ("ENHANCED CAP").

### **12.2 Exclusion of Damages**

EXCEPT FOR INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY.

### **12.3 Security Breach Remediation**

If a security breach is caused by Staff OS's breach of its security or data protection obligations, Staff OS will pay reasonable, documented costs for: (a) forensic investigation; (b) legally required notifications; (c) one year of credit monitoring for affected individuals; and (d) a call center for affected individuals for one year—except to the extent costs result from Client's gross negligence, willful misconduct, or fraud.

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## **13. CROSS-BORDER OPERATIONS**

### **13.1 US and Canada**

The Platform operates across the United States and Canada. Client acknowledges that Client Data, including Candidate Data, may be transferred between the US and Canada in connection with Platform

operations. Staff OS will process such data in accordance with the DPA and Applicable Law, including PIPEDA (Personal Information Protection and Electronic Documents Act) and applicable provincial privacy legislation in Canada, and applicable US federal and state privacy laws.

### **13.2 Data Residency**

Unless otherwise specified in an Order Form, Staff OS does not guarantee data residency in a particular jurisdiction. Client should contact Staff OS if specific data residency requirements apply.

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## **14. GENERAL PROVISIONS**

### **14.1 Independent Contractors**

The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, agency, or employment relationship.

### **14.2 Governing Law**

The Agreement is governed by the laws of the State of Delaware, without regard to conflict-of-laws principles. Each party waives any right to a jury trial. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are excluded.

### **14.3 Assignment**

Neither party may assign the Agreement without the other's written consent (not unreasonably withheld), except that Staff OS may assign in connection with a merger, acquisition, reorganization, or sale of substantially all assets, or to an Affiliate.

### **14.4 Force Majeure**

Neither party is liable for delays caused by events beyond its reasonable control, including natural disasters, pandemics, war, terrorism, labor disputes, or governmental action—except that force majeure does not excuse payment obligations unless banking systems are affected.

### **14.5 Notices**

Notices must be in writing and in English. Notices of breach or indemnification demands must be sent by certified mail or internationally recognized courier. General notices may be sent by email (to Staff OS: [legal@staffos.com](mailto:legal@staffos.com); to Client: per the Order Form).

### **14.6 Entire Agreement**

The Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes all prior agreements, proposals, and representations. Amendments require a written instrument signed by both parties.

### **14.7 Severability**

If any provision is held invalid, it will be modified or severed to the minimum extent necessary, and the remaining provisions remain in full force.

## **14.8 Survival**

Sections concerning rights and obligations designed to operate after termination, including Sections 7, 8, 10, 11, 12, and 14, survive expiration or termination.

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*For questions about these Terms, contact [legal@staffos.com](mailto:legal@staffos.com).*