

Terms of Use

Merit2Hire — a service of Pressatto-AI LLC

Last updated: May 28, 2026

These Terms of Use (“Terms”) govern your access to and use of Merit2Hire (the “Service”), provided by Pressatto-AI LLC (“Company,” “we,” “us,” or “our”). By creating an account, accessing, or using the Service, you agree to be bound by these Terms and our Privacy Policy. If you do not agree, you must not use the Service.

1. The Service and Its Users

Merit2Hire is an AI-powered recruitment and candidate assessment platform. It serves two types of users:

- Customers — recruiters and recruiting agencies who use the Service to manage hiring, on their own behalf or on behalf of client companies.
- Candidates — individuals who complete interviews, build a profile, or are assessed through the Service.

Some provisions below apply only to Customers (such as subscription and payment terms) or only to candidates, as indicated.

2. Eligibility

You must be at least 16 years old (or the age of digital consent in your country) to use the Service. By using the Service, you represent that you (a) meet this age requirement and (b) have the legal capacity to enter into these Terms. If you use the Service on behalf of an organization, you represent that you are authorized to bind that organization.

3. Account Registration and Security

1. Accurate Information. You agree to provide current, complete, and accurate information during registration and to keep it updated.
2. Credentials. You are responsible for safeguarding your login credentials and for all activity under your account. Sign-in may use a password or a one-time magic link.
3. Notification. Notify us immediately at info@pressatto-ai.com of any unauthorized use or security breach.

4. Candidate Terms

If you are a candidate, the following apply:

- Interviews are recorded as video and audio so your responses can be transcribed and assessed. You must consent to recording to complete an interview.
- Assessments are generated by AI and are decision-support tools for recruiters. Hiring decisions are made by the recruiter or agency, not by the Company.
- Talent Pool participation is optional and consent-based. You can opt in or out at any time, and revoking consent removes you from recruiter search results.
- You agree to provide truthful information and not to impersonate another person or submit responses on behalf of someone else.

5. Subscription Plans and Payments (Customers)

4. Billing. Paid plans are billed in advance on a recurring basis (monthly or annually) unless otherwise stated. Usage may also consume credits as described in the Service.
5. Payment Processing. Payments are handled by our PCI-DSS compliant payment processor. We do not store full payment card details.
6. Renewals & Cancellations. Subscriptions renew automatically until canceled. You may cancel anytime via your account settings; fees already paid are non-refundable except as required by law.
7. Taxes. Fees are exclusive of taxes; you are responsible for applicable taxes.

6. License to Use the Service

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your internal business or personal purposes, in compliance with these Terms.

7. Acceptable Use Policy

You agree not to:

8. Violate any applicable law or regulation, including employment, anti-discrimination, and data protection laws;
9. Resell, lease, or sublicense the Service to a third party except as expressly authorized in writing;
10. Upload or transmit malicious code, viruses, or harmful content;
11. Attempt to reverse engineer, decompile, or derive source code from the Service;
12. Scrape, data-mine, or harvest information except as expressly allowed;
13. Use the Service or its outputs to make hiring decisions in a manner that unlawfully discriminates against any individual;
14. Infringe the rights of the Company or any third party, including intellectual-property or privacy rights;
15. Interfere with or disrupt the integrity or performance of the Service.

We reserve the right to suspend or terminate accounts that violate this policy.

8. Customer Responsibilities for Candidate Data

If you are a Customer, you act as the data controller for candidate personal data you process through the Service, and Merit2Hire acts as your processor. You are responsible for:

- Having a lawful basis to invite and assess candidates and to process their data;
- Providing candidates any legally required notices and obtaining any required consents;
- Using assessments lawfully and consistent with applicable employment and anti-discrimination law.

Processing of candidate data is further governed by our Data Processing Addendum, which forms part of these Terms for Customers.

9. User Content

16. Ownership. You retain all rights to content you submit (“User Content”), including resumes and interview recordings.
17. License to Company. By submitting User Content, you grant the Company a worldwide, royalty-free, sublicensable license to host, store, reproduce, process, and display that content solely to operate, secure, and improve the Service and to deliver assessments. We do not use interview recordings to perform facial recognition or biometric identification, and we do not sell User Content.
18. Responsibility. You are solely responsible for your User Content and warrant that you have all necessary rights to share it.

10. Intellectual Property

The Service, including all software, text, graphics, AI models, and trademarks, belongs to the Company or its licensors and is protected by intellectual-property laws. Except for the limited license granted above, no rights are transferred or implied.

11. Feedback

Any suggestions or feedback you provide are voluntary and non-confidential. We may use feedback without obligation or compensation to you.

12. Privacy

Your use of the Service is subject to our Privacy Policy, which explains how we process personal data. We do not sell personal data or share it with third parties for their own marketing purposes.

13. Third-Party Services and Links

The Service may link to or integrate third-party services. We do not control and are not responsible for third-party content or services. Your use of such services is at your own risk and subject to their terms.

14. Disclaimer of Warranties

The Service is provided “as is” and “as available” without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, non-infringement, or availability. AI-generated assessments are probabilistic and provided for decision support only; we do not warrant that they are error-free or suitable as the sole basis for any hiring decision. We do not guarantee that the Service will be uninterrupted, secure, or error-free.

15. Limitation of Liability

To the maximum extent permitted by law, the Company will not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenues, data, or goodwill, arising from or related to the Service or these Terms. Our aggregate liability shall not exceed the fees paid by you to the Company in the twelve (12) months preceding the claim (or USD \$100 if no fees were paid). Some jurisdictions do not allow certain limitations; in such cases, our liability is limited to the maximum extent permitted by law.

16. Indemnification

You agree to indemnify and hold harmless the Company and its affiliates, officers, and employees from any claims, damages, or expenses arising out of (a) your use of the Service; (b) your violation of these Terms; or (c) your violation of any law or third-party right, including any unlawful use of assessments or candidate data.

17. Suspension and Termination

We may suspend or terminate your access to the Service at any time, with or without notice, if we reasonably believe you have violated these Terms or pose a risk to the Service or other users. Upon termination, your license to use the Service ceases immediately. Provisions that by their nature should survive termination will survive.

18. Changes to the Service or Terms

We may modify the Service or these Terms at any time. We will provide notice of material changes (for example, by email or in-app message). Continued use after changes become effective constitutes acceptance of the revised Terms.

19. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Florida, without regard to conflict-of-law principles. Any disputes shall be resolved exclusively in the state or federal courts located in Miami-Dade County, Florida, and you consent to the jurisdiction of those courts. If you are an EU consumer, you may also have the right to refer disputes to an EU online dispute-resolution platform.

20. Miscellaneous

19. Entire Agreement. These Terms, together with the Privacy Policy and (for Customers) the Data Processing Addendum, constitute the entire agreement regarding the Service.
20. Severability. If a provision is held unenforceable, the remainder of these Terms remains in effect.
21. Assignment. You may not assign these Terms without our prior written consent; we may assign them as part of a merger, acquisition, or asset sale.
22. No Waiver. Failure to enforce any provision is not a waiver of future enforcement.

21. Contact Us

If you have questions about these Terms, contact:

Pressatto-AI LLC

Attn: Legal Department

Miami, FL, United States

Email: info@pressatto-ai.com