



## Terms of Service

Effective Date: November 6, 2025

Welcome to Altera Strategy Foundry Inc ("Altera"). By accessing or using our website, systems, or services ("Services"), you agree to these Terms of Service ("Terms"). If you do not agree, do not use our Services.

### 1. Services

Altera provides AI-powered hiring tools, including:

- Resume verification to test and evaluate applicant claims
- Job fit scoring that compares resumes to job descriptions
- A Job Board feature that allows employers to post open roles and receive applications directly through their company's Altera account.

These Services are intended solely for lawful hiring and evaluation purposes in accordance with applicable employment, privacy, and anti-discrimination laws. Users are responsible for ensuring their use of the Services complies with all applicable local, state, federal, and international regulations.

### 2. Eligibility

You must be at least 18 years old. If you are using the Services on behalf of a company or organization, you represent that you have authority to bind that entity to these Terms.

### 3. Your Responsibilities

You agree to:

- Use the Services only for lawful purposes
- Upload only information you are authorized to process
- Comply with all applicable privacy, data protection, and employment laws
- Avoid interfering with or reverse-engineering the Services

### 4. Data

You grant Altera a limited license to process uploaded resumes, job descriptions, voluntary self-identification data, and related information for the purpose of providing the Services. This includes generating job fit scores and challenge questions.

Altera will not sell applicant data to third parties. Data use is governed by our Privacy Policy.

## **5. Acceptable Use**

You may use the Altera platform only in compliance with applicable law and these Terms. You may not upload, post, or transmit any unlawful, discriminatory, defamatory, or infringing content, or any personally identifiable information without proper consent from the individual(s) concerned. You also may not use the service to harass, mislead, or harm others, or to interfere with the normal operation of the platform.

Altera Strategy Foundry Inc. reserves the right to suspend or terminate access immediately for any misuse, suspected abuse, or violation of these Terms.

## **6. Intellectual Property**

All intellectual property rights in and to the Altera platform, including software, algorithms, models, interfaces, content, and documentation, are and shall remain the exclusive property of Altera.

Customers retain ownership of their own uploaded materials and data but grant Altera a limited, non-exclusive, worldwide, royalty-free license to host, process, and analyze such materials solely for the purpose of operating and improving the service. Nothing in these Terms transfers any ownership rights from either party to the other.

## **7. Feedback**

Any feedback you provide may be used by Altera to improve the Services without compensation or obligation.

## **8. Disclaimer of Warranties**

The Services are provided “as is” and “as available.” To the fullest extent permitted by law, Altera Strategy Foundry Inc. makes no warranties, express or implied, including any warranties of merchantability, fitness for a particular purpose, or non-infringement. Altera does not guarantee that the Services will be error-free, secure, or uninterrupted. Your use of the Services is at your sole risk.

## **9. Limitation of Liability**

To the maximum extent permitted by law, Altera and its officers, directors, employees, and affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, goodwill, or business opportunities, arising out of or related to your use of the service, even if advised of the possibility of such damages.

In no event shall Altera’s total aggregate liability for all claims exceed the greater of (a) the total fees paid by you to Altera in the twelve (12) months preceding the event giving rise to the claim, or (b) five hundred dollars (US \$500).

## **10. Indemnification**

You agree to indemnify, defend, and hold harmless Altera, its affiliates, officers, directors, employees, agents, and contractors from and against any and all claims, damages, liabilities, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

1. Your access to or use of the service;
2. Your violation of these Terms or applicable law; or
3. Your uploaded data or content, including any claim that such data infringes, misappropriates, or otherwise violates the intellectual property or privacy rights of a third party.

Altera reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification, in which case you agree to cooperate with such defense.

## **11. Changes to Terms**

We may update these Terms at any time by posting a revised version on our website. Continued use of the Services after updates means you accept the changes.

## **12. Governing Law**

These Terms are governed by the laws of the State of California. Any disputes will be resolved in the courts of Santa Clara County, California.

## **13. Subscription and Billing**

**- Invoicing & Early Access:** Until the full commercial launch of the Altera platform, all customers will be invoiced for continued access to the service. Once the full platform launch occurs, customers may select from available subscription plans. Customers may upgrade, downgrade, or cancel their plans at any time.

**- Subscription Term & Renewal:** Each subscription term begins on the date of payment and continues for the selected billing period (monthly or annual, as applicable). Subscriptions automatically renew for successive terms unless canceled prior to the renewal date. Customers authorize Altera Strategy Foundry Inc. or its payment processor to charge recurring subscription fees using the payment method on file until canceled.

**- Cancellations and Access Termination:** Customers may cancel their subscription at any time through their account portal or by contacting Altera in writing at [support@alterasf.com](mailto:support@alterasf.com). Upon cancellation, the customer's account will remain active until the end of the current billing cycle, after which access will terminate automatically. No further charges will apply after the end of the subscription term.

**- Fees and Refunds:** All fees are non-refundable except where required by law. Altera does not issue credits or refunds for partial subscription periods, unused services, or downgrades that occur mid-term. In cases of confirmed billing errors, duplicate charges, or fraudulent transactions, Altera will correct or refund the applicable amounts promptly.

- **Changes to Pricing and Plans:** Altera reserves the right to modify pricing, subscription tiers, and plan features at any time. Any price changes will take effect upon renewal of the next billing period and will be communicated to customers in advance.

- **Taxes:** All fees are exclusive of applicable taxes, levies, or duties imposed by taxing authorities. Customers are responsible for payment of any such taxes, excluding taxes based on Altera's income.

## 14. Data Protection & Compliance

Subscribers may upload résumés, job descriptions, or related files ("Customer Data"). All Customer Data is treated as confidential and used solely for providing and improving the Altera service. Altera may internally analyze uploaded data to enhance model performance, detect anomalies, or improve accuracy but will not sell, share, or disclose Customer Data to any third party except as required by law or with explicit user consent.

Altera complies with applicable data-protection and privacy laws, including the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA), to the extent they apply. If your organization requires a Data Processing Agreement (DPA), please contact [legal@alterasf.com](mailto:legal@alterasf.com).

Altera also protects the personal information of job applicants and individual users ("Personal Data") processed through its Services. Personal Data is collected and used only as necessary to operate and improve the platform, provide verification and scoring functions, and comply with applicable law. Altera honors data-subject rights under the GDPR, CCPA, and other applicable laws, including rights to access, correction, deletion, and restriction of processing. Individuals may exercise these rights by contacting [privacy@alterasf.com](mailto:privacy@alterasf.com).

Customers may request deletion of their uploaded data at any time by contacting [privacy@alterasf.com](mailto:privacy@alterasf.com). Deletion requests will be processed promptly, subject to reasonable technical and legal limitations. For more information about how Altera collects and processes personal data, please review our Privacy Policy.

## 15. Termination

We may suspend or terminate your access to the Services at any time if you violate these Terms, misuse the Services, fail to pay applicable fees (if any), or engage in unlawful activity. Upon termination, your right to use the Services will immediately cease.

## 16. Export Controls & International Use

You agree not to use or access the Services in violation of U.S. export control laws and regulations. Accessing the Services from jurisdictions where it is unlawful is prohibited. If you access the Services from outside the U.S., you are responsible for compliance with local laws.

## **17. Entire Agreement**

These Terms constitute the entire agreement between you and Altera with respect to the Services and supersede all prior or contemporaneous agreements, whether written or oral.

## **18. Severability**

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

## **19. Superseding Terms**

If you previously accessed the Services under a separate onboarding form or trial agreement, these Terms of Service replace and supersede those earlier terms for any continued use of the Services.

## **20. Contact for Legal Notices**

Legal notices should be sent to:

**Altera Strategy Foundry Inc**  
550 Ortega Avenue #A315  
Mountain View, CA 94040  
Email: [legal@alterasf.com](mailto:legal@alterasf.com)

### **Contact**

Altera Strategy Foundry Inc  
Email: [legal@alterasf.com](mailto:legal@alterasf.com)