

# TERMS OF SERVICE

## SoftSkills Rewired, LLC CultureGuard Platform

Last Updated: 01/05/2026

Effective Date: 01/05/2026

## 1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you (either an individual or an entity, "Customer," "you," or "your") and SoftSkills Rewired, LLC ("Company," "we," "us," or "our") governing your access to and use of the CultureGuard platform, website, and related services (collectively, the "Service").

By accessing or using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service. If you are accepting these Terms on behalf of an organization, you represent that you have the authority to bind that organization.

## 2. Description of Service

CultureGuard is a workplace behavioral analytics platform that:

- Integrates with workplace tools (Microsoft 365, Jira, etc.)
- Analyzes work pattern metadata to identify team health indicators
- Detects behavioral patterns such as burnout risk and workload imbalance
- Provides dashboards and insights to authorized personnel
- Facilitates coaching workflows to support employee wellbeing

The Service is designed to help organizations improve workplace culture, not to monitor or surveil individual employees.

## 3. Account Registration

### 3.1 Account Requirements

To use the Service, you must be at least 18 years old, provide accurate and complete registration information, maintain the security of your account credentials, and notify us immediately of any unauthorized access.

### 3.2 Account Types

- **Administrator:** Full platform access (Designated by Customer).
- **HR User:** All employees, interventions (Company email, approval required).
- **Manager:** Direct reports only (Company email, approval required).
- **Executive:** Aggregate data only (Company email, approval required).

### 3.3 Approval Process

All account registrations require administrator approval before access is granted. We reserve the right to reject any registration at our discretion.

## 4. Customer Responsibilities

As a Customer using CultureGuard, you agree to:

### 4.1 Legal Compliance

Comply with all applicable laws, including employment, privacy, and data protection laws. Obtain any required consent or provide appropriate notice to employees before deploying the Service.

### 4.2 Employee Notification (CRITICAL)

You must:

- Inform employees that CultureGuard is being used.
- Explain what data is collected and how it will be used.
- Provide employees with access to the Employee Notice (template provided).

**IMPORTANT: We are absolutely not responsible for any lawsuit, claim, or liability arising from your failure to inform your employees about this Service prior to collecting data. It is your sole responsibility to ensure transparency with your workforce.**

### 4.3 Appropriate Use

- Use insights to support employees, not punish them.
- Ensure pattern detections are reviewed by qualified HR professionals before action.
- Not use the Service for illegal discrimination or retaliation.
- Not share individual employee data outside authorized personnel.

### 4.4 Data Accuracy

Provide accurate information about your organization and maintain accurate employee records in connected systems.

## 5. Acceptable Use Policy

You agree **NOT** to:

- Use the Service to make automated employment decisions without human review.
- Share login credentials or allow unauthorized access.
- Attempt to reverse engineer, decompile, or disassemble the Service.
- Circumvent any security measures or access controls.
- Use the Service to harass, discriminate against, or harm employees.
- Upload malicious code or interfere with Service operation.
- Scrape, harvest, or collect data beyond authorized use.
- Resell or redistribute the Service without authorization.

## **6. Intellectual Property**

### **6.1 Our Intellectual Property**

The Service, including all software, algorithms, designs, text, graphics, and other content, is owned by SoftSkills Rewired, LLC and protected by intellectual property laws. You receive a limited license to use the Service, not ownership.

### **6.2 Your Data**

You retain ownership of all data you provide to or through the Service. You grant us a limited license to process your data solely to provide the Service.

### **6.3 Feedback**

If you provide suggestions, feedback, or ideas about the Service, you grant us the right to use such feedback without restriction or compensation.

## **7. Data Processing**

### **7.1 Data Processing Agreement**

For Customers in jurisdictions requiring a Data Processing Agreement (DPA), our standard DPA is incorporated into these Terms by reference.

### **7.2 Data Security**

We implement industry-standard security measures as described in our Privacy Policy. However, no system is 100% secure, and you acknowledge the inherent risks of internet-based services.

### **7.3 Data Retention and Deletion**

Upon termination of your subscription:

- You may request export of your data within 30 days.
- We will delete your data within 60 days of termination.
- Some data may be retained as required by law or for legitimate business purposes (audit trails).

## **8. Subscription and Payment**

### **8.1 Subscription Plans**

Details of available subscription plans, pricing, and features are available at <https://softskillsrewired.com/pricing> or in your Order Form.

### **8.2 Payment Terms**

- Fees are charged in advance on a monthly or annual basis.
- All fees are non-refundable except as required by law.

- We may change pricing with 60 days' notice to ensure customers have adequate time to adjust their budgets.
- Failure to pay may result in suspension or termination.

### **8.3 Taxes**

Fees do not include taxes. You are responsible for all applicable taxes, except for taxes based on our income.

## **9. Service Availability & Modifications**

### **9.1 Uptime**

We strive for high availability and will communicate any scheduled maintenance in advance. We aim to minimize service interruptions.

### **9.2 Modifications**

We may modify the Service features or functionality at any time. We will accommodate your adaptation to these changes by providing at least 60 days' notice of any material changes to the Service. Continued use after such changes constitutes acceptance.

### **9.3 Third-Party Integrations**

The Service integrates with third-party platforms (Microsoft 365, Jira, etc.). We are not responsible for the availability, accuracy, or policies of third-party services.

## **10. Termination**

### **10.1 Termination by You**

You may terminate your subscription at any time by providing written notice, with a minimum notice period of 30 days.

### **10.2 Termination by Us**

We may terminate or suspend your access immediately if you violate these Terms, fail to pay fees, or are required to do so by law.

### **10.3 Effect of Termination**

Upon termination, your right to use the Service ends immediately. We will provide data export upon request (within 30 days).

## **11. Disclaimers**

### **11.1 "As Is" Service**

**THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

### **11.2 No Professional Advice**

The Service provides informational analytics only. It does not constitute legal, medical, psychological, or professional HR advice. You should consult qualified professionals before making employment decisions.

### **11.3 Accuracy**

We do not guarantee the accuracy, completeness, or reliability of any insights, scores, or pattern detections. All outputs should be reviewed by qualified personnel before action.

## **12. Limitation of Liability**

### **12.1 Exclusion of Damages**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SOFTSKILLS REWIRED, LLC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, OR GOODWILL.**

### **12.2 Cap on Liability**

**OUR TOTAL LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.**

## **13. Indemnification**

You agree to indemnify, defend, and hold harmless SoftSkills Rewired, LLC and its officers, directors, employees, and agents from any claims, damages, losses, or expenses (including reasonable attorneys' fees) arising from:

- Your use of the Service.
- Your violation of these Terms.
- Your violation of any law or rights of a third party.
- Your failure to comply with employee notification requirements (Note: We are absolutely not responsible for any lawsuit by you not informing your employees about this service prior to collecting data).
- Any employment action taken based on Service outputs.

## 14. Dispute Resolution

### 14.1 Governing Law

These Terms are governed by the laws of the State of North Carolina, without regard to conflict of law principles.

### 14.2 Arbitration

Any dispute arising from these Terms shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall take place in North Carolina.

### 14.3 Class Action Waiver

You agree to resolve disputes individually and waive any right to participate in a class action lawsuit or class-wide arbitration.

## 15. General Provisions

- **Entire Agreement:** These Terms, together with the Privacy Policy and any Order Forms, constitute the entire agreement between you and us regarding the Service.
- **Severability:** If any provision is found unenforceable, the remaining provisions will continue in effect.
- **Waiver:** Our failure to enforce any right or provision does not constitute a waiver of that right or provision.
- **Assignment:** You may not assign these Terms without our consent. We may assign our rights and obligations without restriction.
- **Notices:** Notices to us should be sent to: [legal@softskillsrewired.com](mailto:legal@softskillsrewired.com). Notices to you will be sent to the email address associated with your account.
- **Force Majeure:** We are not liable for delays or failures due to circumstances beyond our reasonable control.

## 16. Children's Privacy

The Service is intended for business use only and is not directed at individuals under 18 years of age. We do not knowingly collect personal information from children.

## 17. Contact Information

### Soft Skills Rewired LLC

377 Durants Neck Ln

Morrisville, NC-27560

USA

**Email:** [legal@softskillsrewired.com](mailto:legal@softskillsrewired.com)

**Website:** <https://softskillsrewired.com>

**For support:** [support@softskillsrewired.com](mailto:support@softskillsrewired.com)