

UPZELLA - Terms and Conditions

Last Updated: April 27, 2025

1. Agreement to Terms

By accessing or using any of UPZELLA's websites, applications, products, or services (collectively, the "Services"), you (the "User" or "you") agree to be bound by these Terms and Conditions (the "Terms"). If you do not agree to all of these Terms, you are expressly prohibited from using the Services and must discontinue use immediately.

2. Description of Services

UPZELLA provides an AI-powered hiring automation platform for HR teams, automating resume parsing, candidate screening, scheduling, and conducting AI-based interviews. Our Services include AI resume scoring, customized job forms, real-time AI interviews, reporting, CRM integration, and secure candidate onboarding.

3. User Accounts

3.1 Account Creation: You must create an account to access certain features. You agree to provide accurate, current, and complete information during registration.

3.2 Account Security: You are responsible for safeguarding your credentials.

3.3 Account Termination: UPZELLA may suspend or terminate your account at any time if you violate these Terms.

4. User Conduct

Users must comply with all applicable laws, not infringe intellectual property, not transmit viruses, and not engage in harmful conduct affecting the Services.

5. Intellectual Property

UPZELLA owns or licenses all content on the Services. You receive a limited license to use the Services. By submitting content, you grant UPZELLA a license to use it.

6. Fees and Payments

If you subscribe to our services, you agree to pay the applicable fees. Billing is monthly or annually in advance. Fees are non-refundable unless expressly stated otherwise. UPZELLA may change its fees with prior notice.

7. Disclaimer of Warranties

The Services are provided "AS IS" without warranties of any kind, including merchantability, fitness for purpose, or non-infringement.

8. Limitation of Liability

UPZELLA is not liable for indirect, incidental, special, or consequential damages. Our total liability is limited to the amount paid by you for the Services in the last 12 months.

9. Indemnification

You agree to indemnify, defend, and hold harmless UPZELLA, its affiliates, officers, directors, employees, agents, suppliers, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (a) your use of or access to the Services; (b) your violation of these Terms; (c) your User Content; or (d) your violation of any third-party right, including without limitation any intellectual property right, privacy right, or right of publicity.

10. Termination

UPZELLA may terminate these Terms at any time, with or without cause, upon notice to you (which may be by email or by posting on the Services). You may also terminate these Terms by ceasing to use the Services and closing your account. Upon termination, your right to access and use the Services will immediately cease. Sections [mention sections that should survive termination, e.g., 5 (Intellectual Property), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), 9 (Indemnification), and 10 (Governing Law and Dispute Resolution)] shall survive any termination of these Terms.

11. Modifications to Terms

UPZELLA reserves the right to modify these Terms at any time. We will post any changes on our website or through the Services and update the "Last Updated" date at the top of these Terms. Your continued

use of the Services after the posting of revised Terms constitutes your acceptance of the changes. You are expected to review these Terms periodically for any updates or changes.

12. Entire Agreement

These Terms constitute the entire agreement between you and UPZELLA regarding your use of the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

13. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable for any reason, such provision shall be reformed to the minimum extent necessary to make it valid, legal, and enforceable, and the remaining provisions of these Terms shall continue in full force and effect

14. Waiver

No waiver by UPZELLA of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of UPZELLA to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

15. Contact Us

For any questions, please contact us at:

contact@upzella.in
Lernexia Solutions LLP