

Terms of Use

Harmony AI, LLC. (hereinafter “Harmony”, “our”, or “we”) operates and maintains the website located at <https://www.harmonyverify.com> (the “Site”) and the related services (the “Services”) it provides. Before using Harmony’s Site and Services we advise you to read these Terms and Conditions carefully, as it constitutes a binding agreement between Harmony and you from the time the Site is accessed.

If Harmony chooses to modify its Terms and Conditions, we will post those changes to our Site and any other places we deem necessary and appropriate. Harmony reserves the right to modify its Terms and Conditions at any time, so please review it frequently. Your access to and use of the Site is subject to the following terms and conditions (interchangeably “Terms and Conditions”, “Terms”, or “Agreement”) and all applicable laws. By accessing the Site, you accept Harmony’s Terms and Conditions and you acknowledge that any other agreements between you and Harmony are superseded and of no force and effect, with respect to the subject matter addressed herein.

Acceptance of Terms and Conditions

To use our Site and Services, you must first agree to the Terms and Conditions. You accept the Terms by clicking on a button indicating your acceptance, or by using our Services and accessing this Site.

By accepting these Terms and Conditions, you represent that you have the legal power to do so. If using our Services on behalf of an organization, (a) “you” and “your” will refer to that organization, (b) you agree to these Terms on behalf of that organization and you represent that you have the authority to do so, and (c) you shall be responsible for ensuring that each of your end users complies with the terms, conditions and obligations set forth in this Agreement.

You may not use our Services and may not accept the Terms if you are barred from receiving the Services under the laws of the United States or other countries, including the country in which you are resident or from which you use the Services. If you represent an organization, you will ensure that: (a) your end users do not use the Services in violation of any export restriction or embargo by the United States, and (b) you do not provide access to the Services to persons or entities on any restricted lists.

Account Management and Security

Registered Users: Use and/or purchase of our full Services requires that you register and create an account (“Account”). To register and create an Account, you must select an account designation and password and provide certain personal information. In consideration of the use of the Service, you agree to: (a) provide true, accurate, current, and complete information about yourself as prompted by the registration form, and (b) maintain and promptly update the personal information you provide to keep it true, accurate, current, and complete. If any information provided is found to be untrue, inaccurate, not current, or incomplete, or if Harmony has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Harmony reserves the right to suspend or terminate your account and refuse any and all current or future use of our Services.

You are responsible for maintaining the confidentiality and security of your Account and password. You are fully responsible for all activities that occur under your Account and for any actions taken in connection with the Account or password. You agree to: (a) immediately notify Harmony of any unauthorized use of your password or Account or any breach of security, including but not limited to loss, theft, or unauthorized disclosure of your password or credit card information; and (b) ensure that you exit from your Account at the end of each session. Harmony will not be liable for any loss or damage arising from your failure to comply with these requirements or from any unauthorized use of your Account.

Public Access Users: For users accessing the limited functionality version of our software without creating an Account, certain provisions of this section regarding account designation, password management, and personal information may not apply. However, you are still required to comply with all other terms and conditions of use, including but not limited to respecting copyright, privacy, and other applicable laws and regulations. Harmony reserves the right to limit, restrict, or terminate access to the software for any user in violation of these terms.

For all users, if you become aware of any unauthorized use of your password or account, or any other breach of security, please inform Harmony immediately by contacting us at hello@harmonyforstaffing.com.

Billing, Payment, and Refund Policy

Customers must pay all fees as specified on our Site. Unless otherwise stated in the Order, invoiced charges are due upon receipt. The customer is responsible for providing complete and accurate billing and contact information to Harmony and notifying Us of any changes to this information.

Harmony's fees do not include any taxes, levies or other governmental assessments. The customer is responsible for the payment of all taxes associated with its purchases under this Agreement.

Harmony uses Stripe, a third-party service, to process and manage payments. Upon the choosing of a specified service, Stripe will bill the account administrator automatically.

Harmony does not issue refunds. Please thoroughly evaluate our Services before purchasing.

Intellectual Property

This Site contains information, content, services and software including, without limitation, text, photographs, images, illustrations, audio clips, video,

html, source and object code, trademarks, logos, and the like (hereinafter the "Content".) Everything located on or in this Site is either (1) the exclusive property of Harmony; (2) used with the permission of the copyright and/or trademark owner; or (3) part of the public domain. This Content is copyrighted as a collective work under the U.S. copyright laws, and Harmony owns a copyright in the selection, coordination, arrangement, and enhancement of such Content. Except as otherwise expressly stated in this agreement, any copying, distributing, transmitting, posting, linking, deep linking, or otherwise modifying of this site, without express permission from Harmony, is strictly prohibited.

Indemnification

You agree to indemnify, hold harmless, and defend Harmony and its licensors, suppliers, officers, directors, employees, agents, affiliates, subsidiaries, successors and assigns (collectively "Indemnified Parties") from and against any and all liability, loss, claim, damages, expense, or costs (including but not limited to attorneys' fees), incurred by or made against the Indemnified Parties in connection with any claim arising from or related to:

- your use of and access to our Site;
- your violation of any aspect of these Terms;
- your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- any claim that one of your actions caused damage to a third-party. This defense and indemnification obligation will survive these Terms and your use of our Site and Services.

This includes, but is not limited to, any breach or violation of this Agreement by you or anyone utilizing your account. You agree to fully cooperate, at your expense, as reasonably required by an Indemnified Party.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any principles of conflicts of law. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Delaware.

Arbitration

In the event of any dispute arising between the parties in connection with the performance of either party under this Agreement, such dispute shall be resolved by binding arbitration. The arbitration shall be conducted in Pittsburgh, Pennsylvania, by a single arbitrator selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitration shall proceed in accordance with the rules of the AAA, and the decision of the arbitrator shall be final and binding on the parties, with no right of appeal. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof.

Each party shall bear its own costs and expenses, including attorneys' fees, related to the arbitration proceedings. However, the arbitrator may award reasonable attorneys' fees and costs to the prevailing party as determined by the arbitrator.

This arbitration agreement is governed by the Federal Arbitration Act, and the laws of the State of Delaware shall apply to any arbitration under this agreement, without giving effect to its principles of conflicts of law.

International Users

Harmony and this Site are incorporated and administered in the United States of America. Recognizing the worldwide nature of the internet, if you use this site from outside of the United States, you agree to comply with any of the applicable laws in the jurisdiction you are accessing the site from.

Severability

If any phrase, clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement, but will not affect any other provisions of this Agreement, which shall otherwise remain in full force and effect. If any restriction or limitation in this Agreement is deemed to be unreasonable, onerous and unduly restrictive by a court of competent jurisdiction, it shall not be stricken in its entirety and held totally void and unenforceable, but shall be deemed rewritten and shall remain effective to the maximum extent permissible within reasonable bounds.

Disclaimers

Your use of and browsing of this Site is at your sole discretion and risk. Neither Harmony nor any other party, person or agent, involved in creating, producing, maintaining or delivering the site is liable for any direct, incidental, consequential, indirect, punitive, or other damages arising out of your access to, or use of, the site. Without limiting the foregoing, except in those jurisdictions which may restrict or limit exclusions of implied warranties, to the maximum extent permitted by federal, state, and/or local laws, everything on the site is provided to you "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or noninfringement. Harmony also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect or invade your computer equipment or other property on account of your access to, use of, or browsing in the site or downloading of any materials, data, text, images, video, or audio from the site.

Electronic Signature Consent

By creating an account with Harmony ("the Company"), you are consenting to use electronic signatures for signing this Agreement and any other documents or communications with the Company. You acknowledge and agree that your electronic signature, obtained through the use of a keyboard, mouse, or other devices by selecting an item, button, icon, or through similar actions, is legally binding and equivalent to your handwritten signature.

Your electronic signature on this Agreement or any other documents you sign electronically binds you to the terms and conditions of those documents. No third-party certification is required to validate your electronic signature, and its absence does not affect its enforceability. You affirm that you are authorized to enter this Agreement on behalf of any entities or individuals with access to your accounts, and that they too are bound by its terms.

Documents and Communications

You consent to receive all necessary documents and communications from the Company electronically. Upon request, you have the option to obtain a paper copy of any electronic document at no additional cost by contacting us at hello@harmonyforstaffing.com. Please include your full name, email, and a detailed description of the document you wish to receive in paper format.

Withdrawal of Consent

You may withdraw your consent to receive documents and communications electronically at any time. To withdraw your consent, please send a written notice to hello@harmonyforstaffing.com, including your full name, email address, and the specific documents or communications for which you are withdrawing consent. Be aware that withdrawing your consent may result in certain consequences, such as the loss of core functionality within the Harmony platform.

Updating Contact Information

It is your responsibility to keep your contact information current. Update your contact details by editing your profile on the Harmony platform, accessible under the "My Profile" tab at www.harmonyverify.com/profile.

System Requirements

To use electronic signatures and receive electronic documents effectively, ensure you have access to a modern internet browser (e.g., Google Chrome, Apple Safari, Brave Browser, Opera, Mozilla Firefox) and a stable internet connection.

By utilizing the Harmony platform and its electronic signature functionality, you agree to these terms, including any future updates to the Company's Terms of Service and Privacy Policy applicable at the time of your use.

Contact us

If you have any questions about our Terms and Conditions, please contact Harmony by email at: hello@harmonyforstaffing.com