

Fair Use Policy

Happydance Careers Website Platform

Document ID: HD-POL-FUP-001

Version: 2.2

Effective date: 15 Apr 2025

Last reviewed: 15 Apr 2025

Next review due: 15 Apr 2026

Policy owner: Head of Engineering

Approved by: COO / Managing Director

Classification: Customer-Facing

Supersedes: v2.1

Change summary: Added definitions, explicit SLA exclusion alignment, AI token governance, customer security duties, sensitive-data restriction, and enforcement ladder.

1. Purpose

This Fair Use Policy (“Policy”) defines acceptable and unacceptable use of the Happydance Careers Website platform and related services (the “Service”). It protects security, performance, availability, cost integrity, and the confidentiality and privacy of candidate and customer data, in line with ISO/IEC 27001 and SOC 2 principles.

2. Scope and contractual alignment

This Policy applies to all Customer users, administrators, recruiters, contractors, agencies, and any third parties acting on the Customer’s behalf who access or interact with:

- The Careers Website and hosting
- The CMS/admin portal and publishing tools
- Analytics dashboards, APIs, feeds, and integrations
- AI-powered features
- Email/job alerts and media features

This Policy is incorporated by reference into the applicable MSA, SOW/Order Form, and SLA.

SLA alignment: Any breach of this Policy constitutes use “not in accordance with the Documentation or reasonable instructions” and is treated as an exclusion event for SLA purposes. Any downtime, restriction, suspension, or degraded performance

resulting from such breach is excluded from uptime calculations and service credit eligibility.

3. Definitions

- **Authorized Users:** Individuals the Customer permits to access the Service under Customer's account(s).
- **Customer Content:** Content, images, scripts/tags, and materials uploaded or published by Customer.
- **Candidate Data:** Personal data relating to candidates (e.g., applications, resumes, contact details).
- **Customer Data:** Data submitted to or processed by the Service, including Candidate Data and Customer Content.
- **AI Features:** Features using AI/ML to generate suggestions, recommendations, or drafted outputs.
- **AI Token Consumption:** Compute usage measured by token-based processing for AI Features.
- **Usage Limits:** Reasonable limits applied per tenant, feature, user, IP, integration, or time period to protect the Service.

4. Intended use of the Service

The Service **is a** managed, careers website platform intended solely for:

- Recruitment marketing and employer branding
- Publishing jobs and careers-related content
- Candidate journeys and ATS integrations
- Measuring careers site performance

Use for unrelated purposes, or in a manner inconsistent with shared operation, is not permitted.

5. Acceptable use

Customers may use the Service only in a manner that:

- Complies with applicable law and third-party rights (IP, copyright, trademarks)
- Does not materially degrade platform security, performance, or availability
- Does not interfere with other customers' use
- Complies with Happydance documentation and reasonable instructions
- Respects privacy and candidate rights

6. Prohibited use

Customers must not, and must not permit others to:

6.1 Security and integrity

- Bypass, disable, or attempt to circumvent security controls, safeguards, logging, monitoring, or rate-limits
- Probe, scan, penetrate, or test the Service without prior written authorization
- Introduce malware, malicious code, or exploit attempts

6.2 Platform abuse and automation

- Generate excessive, automated, or abnormal traffic inconsistent with typical human recruitment activity
- Scrape, crawl, harvest, or bulk-extract data (jobs, pages, or Candidate Data) except via supported features or explicitly approved methods
- Use the Service as a file distribution mechanism, general-purpose storage, or video hosting platform

6.3 Content and communications

- Upload/publish unlawful, infringing, defamatory, discriminatory, or harmful content
- Send unsolicited bulk communications (spam), or attempt to degrade deliverability
- Misrepresent job roles, employer identity, or employment terms

6.4 Access misuse

- Share credentials or use shared accounts
- Provide access to unauthorized third parties
- Attempt to access source code, backend systems, or restricted environments

7. Resource usage and fair consumption

The Service is designed for fair use within a shared hosting environment. Happydance may apply Usage Limits to protect the Service, including limits on:

- Traffic/request rates and bot activity
- Storage, database, and media usage
- Email/job-alert volumes
- API/feeds and integration calls
- AI Token Consumption and other compute-intensive functions



Usage limits may be communicated in documentation, in-product, in the SOW/Order Form, or via support notices.

8. AI Features and token-based usage

AI Features are provided solely to support recruitment and employer-branding workflows.

- AI Token Consumption is governed as a separate metered resource and is not treated as general API usage (even if accessed programmatically).
- Happydance may monitor AI Feature usage and apply caps, throttling, feature restrictions, or temporary disabling of AI Features to protect security, cost integrity, and availability.
- AI-specific quotas, tiers, or charges may be introduced as defined in the SOW/Order Form.

Customers must not:

- Use AI Features to process Candidate Data outside legitimate recruitment purposes
- Use AI Features to train external models/systems
- Attempt to bypass AI safeguards, limits, or controls

9. Candidate data, privacy, and sensitive data restriction

- Candidate Data must be processed only for lawful recruitment purposes.
- Candidate Data must not be sold, scraped, repurposed, or used for unrelated advertising, analytics, or model training.
- **Sensitive/Special Category data:** Customers must not upload or process Sensitive/Special Category Personal Data in the Service unless explicitly agreed in writing and supported by the Service and applicable contractual terms.
- Customers are responsible for lawful processing, transparency, consent/notice obligations, and configuring any scripts/tags in line with applicable privacy requirements.

10. Customer security responsibilities

Customers are responsible for:

- Enforcing least-privilege access and promptly removing leavers/role changes
- Using SSO/MFA for administrative access where available
- Securing and rotating credentials, keys, and tokens for ATS/SSO/integrations
- Reporting suspected compromise, misuse, or abuse promptly via Happydance support channels

11. Monitoring, audit, and enforcement

Happydance may monitor the Service to maintain security, availability, compliance, and to investigate suspected misuse.

Enforcement ladder (non-exclusive):

1. Notify and request remediation
2. Throttle/rate-limit (feature/user/IP/integration)
3. Temporary block of abusive sources or automation
4. Suspend affected features (including AI Features) or tenant access
5. Remove non-compliant content
6. Full suspension or termination under the Agreement

SLA exclusion reaffirmation: Any restriction, suspension, or downtime arising from breach of this Policy is excluded from SLA uptime calculations and service credits.

12. Changes to this Policy

This Policy is reviewed at least annually and may be updated to reflect service, security, or legal changes. Continued use of the Service constitutes acceptance of the updated Policy.