

# HarmonyATS Acceptable Use Policy

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*Effective Date: 05.12.2025*

*Provider: HarmonyHR LTD, incorporated and operating under the laws of Kyrgyz Republic, Register № 309328-3301-000, having its registered office at Imeni Baltagulova st., 27, Bishkek, Kyrgyz Republic.*

*Contact: [info@harmonyats.org](mailto:info@harmonyats.org)*

This Acceptable Use Policy ("AUP") applies to Customer's and its Authorized Users' access to and use of HarmonyATS, a cloud-based, multi-tenant applicant tracking system provided on a business-to-business basis only. This AUP is intended to protect HarmonyATS, its customers, applicants, personnel data, and the broader ecosystem from misuse, abuse, and unlawful activity. This AUP supplements the Master Subscription Agreement or other governing customer agreement (the "MSA").

## 1. Scope and General Principles

Customer is responsible for ensuring that its employees, recruiters, administrators, contractors, and other Authorized Users comply with this AUP. Customer must use HarmonyATS only for lawful recruitment and related talent-acquisition purposes within the scope of the applicable subscription and documentation.

HarmonyHR LTD may update this AUP from time to time in accordance with the MSA. Continued use of HarmonyATS after an updated AUP becomes effective constitutes acceptance of the updated AUP, except to the extent the MSA requires a different process.

## 2. Prohibited Conduct

Customer and its Authorized Users must not do, or attempt to do, any of the following:

- 2.1 Use HarmonyATS in violation of applicable law, regulation, court order, regulatory requirement, or binding industry rule, including applicable privacy, data-protection, employment, anti-discrimination, anti-spam, intellectual-property, export-control, sanctions, and records-retention laws.
- 2.2 Upload, collect, store, process, disclose, or otherwise use applicant, candidate, employee, referee, interviewer, or other personal data through HarmonyATS without an appropriate legal basis, required notices, or required permissions, or in a manner that is misleading, unfair, excessive, discriminatory, or unlawful.
- 2.3 Use HarmonyATS to make or support recruitment decisions in a manner that violates employment law, equal-opportunity rules, anti-discrimination requirements, or any obligation to provide notices, accommodations, or human review where required by law.
- 2.4 Send abusive, harassing, deceptive, unsolicited, or unlawful communications through HarmonyATS, including spam, fraudulent job outreach, phishing-style messages, misleading interview requests, or messages that impersonate another person or organization.
- 2.5 Upload, transmit, introduce, or enable any virus, worm, malware, ransomware, Trojan, destructive code, malicious script, corrupted file, or other harmful or disabling technology.
- 2.6 Probe, scan, test, or attempt to circumvent the security, authentication, rate limits, technical restrictions, or access controls of HarmonyATS or any related system, network, account, API, or environment, except as expressly authorized in writing by HarmonyHR LTD.

- 2.7 Access or use HarmonyATS through unauthorized means, including unauthorized scraping, crawling, spidering, harvesting, automated extraction, credential stuffing, token misuse, or the use of bots or scripts that materially burden, bypass, or interfere with normal system operation.
- 2.8 Share login credentials in an unauthorized way, allow multiple individuals to use a single named account where the service is intended for individual credentials, or otherwise defeat seat, role, or user-based access controls.
- 2.9 Reverse engineer, decompile, disassemble, decode, copy, or attempt to derive source code, underlying ideas, models, structures, or non-public aspects of HarmonyATS, except to the limited extent such restriction is prohibited by non-waivable law.
- 2.10 Use HarmonyATS, or data obtained from HarmonyATS through prohibited technical means, to build, benchmark, train, validate, or improve a competing product or service, or to create a substitute database, directory, or dataset for commercial exploitation.
- 2.11 Upload, post, transmit, or store content that is defamatory, infringing, unlawful, threatening, hateful, discriminatory, obscene, misleading, or otherwise harmful, including content that infringes third-party intellectual property, confidentiality, privacy, publicity, or employment rights.
- 2.12 Use candidate or employee data in a way that is unrelated to legitimate recruiting or hiring purposes authorized by Customer, including unauthorized profiling, unrelated marketing, resale, enrichment, or disclosure to third parties without proper authorization.
- 2.13 Attempt to gain unauthorized access to another customer's environment, tenant, data, applicant records, integrations, reports, or configurations, or interfere with any other customer's use of HarmonyATS.
- 2.14 Use HarmonyATS in a manner that creates an unreasonable or excessive burden on the service, including excessive automated calls, abusive data exports, denial-of-service behavior, or repeated actions materially inconsistent with documented use.
- 2.15 Remove, obscure, alter, or circumvent proprietary notices, usage limitations, attribution requirements, logs, or security controls embedded in or accompanying HarmonyATS.
- 2.16 Use HarmonyATS for illegal job postings, deceptive vacancies, sham interviews, discriminatory candidate screening, collection of sensitive data beyond legitimate need, or any recruitment practice that is unlawful or materially inconsistent with fair and responsible hiring.
- 2.17 Encourage, facilitate, or permit any third party to engage in any of the activities prohibited by this AUP.

### **3. ATS-Specific Data and Messaging Rules**

- 3.1 Customer is responsible for determining what applicant and employee data it uploads to HarmonyATS and for ensuring that such data is accurate enough for Customer's purposes, relevant to legitimate recruitment needs, and collected and processed lawfully.
- 3.2 Customer must not use HarmonyATS to request or store categories of information that are prohibited or restricted under applicable law unless Customer is legally permitted to do so and has implemented all required safeguards, notices, and controls.
- 3.3 Recruitment communications sent through HarmonyATS must be truthful, professional, and relevant to the recruitment process. Customer must not use HarmonyATS to send mass marketing campaigns, unrelated promotional content, chain messages, or communications that may reasonably be treated as spam or abuse.

3.4 Where Customer integrates HarmonyATS with third-party tools or imports data from external sources, Customer remains responsible for ensuring that the import, use, and onward processing of that data comply with applicable law and Customer's own policies and notices.

## **4. Customer Security and Cooperation Responsibilities**

4.1 Customer must maintain reasonable administrative, technical, and physical safeguards for its own systems, devices, networks, and accounts used to access HarmonyATS.

4.2 Customer must promptly notify HarmonyHR LTD at [info@harmonyats.org](mailto:info@harmonyats.org) of any suspected unauthorized access, credential compromise, misuse of HarmonyATS, or security incident related to Customer's use of the service.

4.3 Customer must reasonably cooperate with HarmonyHR LTD in investigating suspected violations of this AUP, including by providing relevant information, preserving evidence where appropriate, and taking corrective action within a reasonable time.

4.4 Customer is responsible for its Authorized Users, its internal approval workflows, its recruiting practices, its instructions to applicants and employees, and its decisions made using information available through HarmonyATS.

## **5. Monitoring, Investigation, and Enforcement**

5.1 HarmonyHR LTD may monitor use of HarmonyATS to the extent reasonably necessary to operate, secure, support, protect, and improve the service, enforce the MSA and this AUP, comply with law, investigate suspected misuse, or protect HarmonyATS, its customers, or third parties.

5.2 If HarmonyHR LTD reasonably believes that Customer or any Authorized User has violated this AUP, or that use of HarmonyATS poses a security risk, legal risk, abuse risk, or material operational risk, HarmonyHR LTD may investigate the matter and may take appropriate action.

5.3 Appropriate action may include requesting information, requiring remediation, removing or disabling specific content or activity, suspending affected users, suspending access to affected features or integrations, or suspending or terminating the applicable services or the MSA in whole or in part.

5.4 HarmonyHR LTD may take immediate action, including temporary suspension without prior notice, where reasonably necessary to respond to a security incident, prevent harm, address unlawful activity, comply with legal process, or protect HarmonyATS or any person or system from imminent risk.

5.5 Where practicable under the circumstances, HarmonyHR LTD will provide notice of a suspension and an opportunity to remediate; however, HarmonyHR LTD is not required to delay protective action where it reasonably determines urgent action is necessary.

## **6. Effect of Violation; No Refund for Policy Breach**

6.1 A breach of this AUP is a material breach of the MSA and may result in suspension or termination of access to HarmonyATS.

6.2 Suspension or termination arising from Customer breach, misuse, non-compliance with this AUP, non-payment, unlawful conduct, abusive behavior, or violation of the MSA does not create any right to a refund, credit, or other compensation.

6.3 Without limiting the foregoing, annual prepaid subscription fees are non-refundable in the event of suspension or termination for breach of this AUP, except to the extent required by applicable law or where the governing agreement expressly provides a refund remedy for a serious provider failure.

6.4 HarmonyHR LTD's failure to enforce any provision of this AUP in one instance does not waive its right to enforce the same or any other provision later.

## **7. Relationship to the MSA and Other Policies**

7.1 This AUP forms part of the agreement governing Customer's use of HarmonyATS. In the event of a conflict between this AUP and the MSA, the order of precedence set out in the MSA will apply, unless this AUP expressly states otherwise with respect to a particular topic.

7.2 This AUP should be read together with the applicable privacy documentation, Data Processing Addendum, Security Measures / Technical and Organisational Measures, and any other service-specific policies made available by HarmonyHR LTD.

7.3 Nothing in this AUP reduces Customer's obligations under the MSA regarding fees, confidentiality, data protection, user management, or compliance with law.

## **8. Contact**

Questions regarding this Acceptable Use Policy, or reports of suspected misuse of HarmonyATS, may be sent to [info@harmonyats.org](mailto:info@harmonyats.org).