

1DGR, Inc.

Terms of Service

Effective Date: April 29, 2026

These Terms of Service (“Terms”) govern access to and use of the websites, applications, APIs, software, beta features, POS terminals, and related services (collectively, the “Services”) provided by 1DGR, Inc. (“1DGR,” “we,” “us,” or “our”).

By accessing or using the Services, you agree to be bound by these Terms and all documents incorporated by reference, including the Privacy Policy.

If you do not agree, do not access or use the Services.

1. Acceptance, Eligibility, and Authority

- 1.1. **Eligibility.** You must be at least 18 years old (or the age of majority in your jurisdiction) and have legal capacity to enter into a binding agreement.
- 1.2. **Entity Use.** If you use the Services on behalf of an organization (“Customer” or “Employer”), you represent that you have authority to bind that entity.
- 1.3. **Account Ownership Model.** Individual user accounts belong to the individual. However, where an Employer purchases or sponsors paid seats (e.g., Recruiter, Admin, or Terminal seats), that Employer may control access to, and receive usage and administrative reports for, those paid accounts.

2. Platform Role and Disclaimers

2.1. **No Employer or Recruiter Role.** 1DGR is a technology provider only. We:

- Are not an employer, recruiter, staffing agency, or placement firm
- Do not make hiring, compensation, eligibility, or termination decisions
- Do not guarantee employment outcomes
- Do not verify the accuracy or legality of Employer or candidate representations

2.2. **User Responsibility.** All hiring, screening, background checking, payroll, credentialing, and employment decisions are made solely by the Customer or Employer.

3. Services; Beta and Experimental Features

3.1. **Beta Status.** Some Services, features, modules, or interfaces are designated as beta, experimental, or preliminary builds, including AI-assisted features and Smart Terminal Flex components.

- 3.2. **User Acknowledgment.** Users acknowledge that the 1DGR interface in its beta phase is a "preliminary build". Certain buttons, dashboards, or data visualizations may be non-functional or represent future-state logic.
- 3.3. **“AS IS” Beta Disclaimer.** Beta features are provided “AS IS” and “AS AVAILABLE,” may be incomplete or unstable, may change without notice, and may be discontinued at any time.
- 3.4. **No Reliance.** You agree not to rely on beta features for production, compliance, payroll, hiring, or legally required decisions unless expressly authorized in writing.
- 3.5. **Feedback License.** All feedback, suggestions, or beta study contributions may be used by 1DGR on a perpetual, royalty-free basis without restriction or compensation.

4. Customer Responsibilities and Acceptable Use

- 4.1. **Accurate Information.** You are responsible for the accuracy, legality, and completeness of all data, job postings, resumes, messages, API inputs, and content you submit.
- 4.2. **Comply with the Law.** You must use the Services in compliance with all applicable employment, privacy, consumer protection, education, anti-discrimination, and financial laws.
- 4.3. **Prohibited Conduct.** You may not:
 - Post discriminatory or misleading job content;
 - Misrepresent compensation, employment terms, or credentials;
 - Circumvent platform safeguards or manipulate search visibility;
 - Reverse engineer or interfere with the Services; or
 - Introduce malware or unlawful content.
- 4.4. **Employer Content Standards.** Employers are solely responsible for Job Ads and recruiting communications. 1DGR may remove or suppress content that violates these Terms or platform integrity standards.

5. Application Program Interface (“API”), Integrations, and Third-Party Services

- 5.1. **Third-Party Integrations.** Use of external APIs (including AI, background check, payments, or cloud services) is governed by the third party’s terms. You are solely responsible for all charges, keys, usage limits, and compliance.
- 5.2. **No Reimbursement.** 1DGR does not reimburse unauthorized API usage or third-party overages.
- 5.3. **Data Accuracy.** API-driven content must accurately reflect source systems. 1DGR may reduce visibility or disable integrations that are misleading or inconsistent.

6. Data Ownership and Use

6.1. **Customer Data Ownership.** As between the parties, Customer retains ownership of Customer Data.

6.2. **License to Operate Services.** You grant 1DGR a non-exclusive, worldwide, royalty-free license to host, process, copy, transmit, and analyze Customer Data:

- To provide and support the Services
- To improve products
- To create **aggregated or de-identified analytics**

6.3. **Data Accuracy and Lawful Collection.** You are responsible for obtaining all notices, consents, and legal bases for data processing.

7. FCRA and FERPA

7.1. **FCRA (Consumer Reporting Agency Status)** To the extent 1DGR assembles, evaluates, or furnishes information for the purpose of providing consumer reports (as defined under the Fair Credit Reporting Act, 15 U.S.C. §1681 *et seq.*), 1DGR acts as a “consumer reporting agency.”

7.1.1. **Permissible Purpose Certification.** Customer represents, warrants, and certifies that it will request, obtain, and use consumer reports from the Services only for permissible purposes under the FCRA, including employment-related purposes where applicable, and in compliance with all federal, state, and local laws.

7.1.2. **User Obligations.** Customer is solely responsible for:

- Providing all required clear and conspicuous disclosures
- Obtaining legally valid written authorizations
- Complying with all pre-adverse action and adverse action requirements
- Ensuring use of consumer reports complies with equal employment opportunity and anti-discrimination laws

7.1.3. **Accuracy and Dispute Handling.** 1DGR will maintain reasonable procedures designed to promote maximum possible accuracy of consumer reports and to investigate disputes submitted in accordance with the FCRA. Customer agrees to promptly forward to 1DGR any dispute, reinvestigation request, or regulatory inquiry relating to a consumer report accessed through the Services.

7.1.4. **Certifications and Safeguards.** Customer certifies that:

- Consumer report information will be accessed only by authorized users

- Consumer reports will be used and stored securely
- Consumer report data will not be shared except as permitted by law

7.1.5. **No Legal Advice; Limited Scope.** The Services provide access to consumer report information and related tools only. 1DGR does not provide legal advice and does not determine the legality, fairness, or appropriateness of Customer's employment or eligibility decisions.

7.1.6. **Suspension for Misuse.** 1DGR reserves the right to suspend or terminate access to consumer reporting features for failure to comply with FCRA requirements or for suspected misuse of consumer report information.

7.2. FERPA

7.2.1. **Scope and Applicability.** To the extent the Services are used by or on behalf of educational institutions, school districts, state education agencies, educator preparation programs, or similar entities subject to the Family Educational Rights and Privacy Act ("FERPA"), this Section governs the parties' respective obligations.

7.2.2. **Authority to Disclose Education Records.** Customer represents, warrants, and certifies that:

- It is an "educational agency or institution" subject to FERPA, or is otherwise authorized to disclose education records on behalf of such an entity; and
- It has obtained all required authorizations, notices, or other legal bases to disclose education records or personally identifiable information from education records ("Education Records") to 1DGR for the limited purposes described in these Terms.

7.2.3. **School Official Designation.** Where applicable, 1DGR acts as a "school official" with a legitimate educational interest under FERPA solely for the purpose of providing the Services to the Customer, including educator pre-qualification, credential verification, administrative processing, compliance workflows, analytics, and related support functions.

7.2.4. **Limitations on Use and Redisclosure.** 1DGR will:

- Use Education Records only to provide, maintain, and improve the Services in accordance with Customer's documented instructions and these Terms;
- Not redisclose Education Records to any third party except as permitted by FERPA, the DPA, or as otherwise authorized in writing by Customer; and

- Ensure that any permitted subprocessors with potential access to Education Records are bound by written contractual obligations consistent with FERPA's use, redisclosure, and security requirements.

7.2.5. **Data Security and Confidentiality.** 1DGR will maintain administrative, technical, and physical safeguards designed to protect Education Records against unauthorized access, disclosure, alteration, or destruction, consistent with the sensitivity of such data and applicable law.

7.2.6. **Parent and Eligible Student Rights.** Customer retains sole responsibility for responding to requests from parents or eligible students relating to:

- Inspection and review of Education Records
- Requests for amendment
- Consent for disclosure
- Complaints to the U.S. Department of Education

Upon Customer's written request, 1DGR will provide reasonable assistance, to the extent permitted by law, in locating or exporting Education Records necessary to support such requests.

7.2.7. **Data Retention and Deletion.** Upon termination of the applicable Services, or at Customer's written request, 1DGR will return or delete Education Records in accordance with the DPA, unless retention is required by law, regulatory obligation, or documented Customer instruction, in which case such records will remain protected and access-restricted.

7.2.8. **No Independent Educational Decision-Making.** 1DGR does not make academic, certification, licensure, eligibility, disciplinary, or employment decisions. All determinations involving students, educators, or applicants remain solely with Customer or the applicable educational authority.

8. Security and Incident Response

8.1. **Security Program.** 1DGR maintains administrative, technical, and physical safeguards appropriate to the nature of the Services.

8.2. **Shared Responsibility.** Customers are responsible for endpoint security, credentials, and internal access controls.

8.3. **Incident Notification.** 1DGR will notify Customers of confirmed security incidents affecting Customer Data as required by law.

9. Intellectual Property

9.1. **Ownership.** 1DGR retains all rights in the Services, software, and derivatives.

9.2. **Restrictions.** You may not copy, resell, sublicense, or use the Services to build a competing product.

10. Termination and Suspension

10.1. **Suspension.** 1DGR may suspend access for non-payment, security risk, legal obligation, or material breach.

10.2. **Termination.** Either party may terminate for uncured material breach.

10.3. **Data Return or Deletion.** Upon termination, data handling follows the DPA, subject to legal retention requirements.

11. **Disclaimers.** THE SERVICES (INCLUDING BETA FEATURES) ARE PROVIDED "AS IS" AND "AS AVAILABLE." 1DGR DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- NO LIABILITY FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES
- TOTAL LIABILITY SHALL NOT EXCEED \$100 OR THE FEES PAID IN THE PRIOR 12 MONTHS, WHICHEVER IS GREATER

13. Arbitration and Class Action Waiver (U.S.)

Disputes will be resolved by binding individual arbitration, except where prohibited by law. No class actions.

14. Governing Law

These Terms are governed by the laws of State of Incorporation or Texas, excluding conflict-of-laws principles.

15. Contact

1DGR, Inc.

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<https://1dgr.com>