Terms & Conditions

Company: Scientific Discovery Elements S.R.L.

Address: B-dul Decebal 12, BI S7, Sc 1, Et 5, Ap 15, CAMERA 1, Bucureşti, Sector 3, Romania Support email: office@sde.center

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1. Introduction

These Terms and Conditions ("Terms") govern all interview, evaluation, training, and related digital services ("Services") provided by **Scientific Discovery Elements S.R.L.**, a company registered in Romania and located at B-dul Decebal 12, Bl S7, Sc 1, Et 5, Ap 15, CAMERA 1, Bucureşti, Sector 3, Romania (the "Company", "we", "us"). By purchasing or using any Service, the client ("Client", "you") agrees to be bound by these Terms. If you do not agree with these Terms, you must not purchase or use our Services.

2. Nature of the Services

The Company provides, among others, the following Services:

- technical interviews,
- · competency and skills assessments,
- written evaluation reports and feedback,
- consulting and analysis sessions related to candidate performance.

All Services are:

- delivered digitally, typically via video conference or online collaboration platforms,
- scheduled at a specific date and time,
- performed by senior evaluators or designated specialists,
- considered delivered once the interview session begins.

The Services are intellectual, time-based digital services, not physical products.

3. Pre-Payment Requirement

All Services must be paid in full in advance. A booking is considered confirmed only after successful payment through one of the Company's accepted payment methods.

The Company does not offer post-payment ("pay after the interview") options.

4. Scheduling

After payment is confirmed, the Client may:

- select a time slot from available options,
- · be redirected to an automated booking system, or
- be contacted by our team to agree on a suitable date and time.

The Client is responsible for ensuring that:

- the correct time zone is selected,
- the Candidate designated for evaluation is informed of the schedule,
- the Candidate is available at the agreed time,
- the Candidate has access to a stable internet connection and the required tools.

5. Client Responsibilities

The Client acknowledges and agrees that Services are performed for a specific individual (the "Candidate"), who may be the Client or a third party (such as an employee or applicant).

The Client agrees to:

- provide accurate and complete information about the Candidate and the requested Service,
- ensure that the Candidate is aware of and prepared for the evaluation,
- ensure that the Candidate meets the technical requirements (internet, device, software),
- refrain from recording the interview without our prior written consent,
- refrain from sharing or disclosing proprietary evaluation materials, frameworks, or internal tools.

The Company reserves the right to terminate a session or refuse future Services in case of abuse, misconduct, or violation of these Terms.

6. Delivery of Service

A Service is considered fully delivered when:

- the evaluator joins the scheduled session, and
- the interview session begins.

For the purposes of these Terms, the following conditions apply explicitly with respect to the **Candidate**, regardless of who made the payment:

- If the Candidate does not show up for the scheduled session ("no-show"), the Service is considered delivered and irreversibly consumed.
- If the Candidate is more than 15 minutes late, the session is considered delivered and irreversibly consumed, even if no evaluation can be completed.
- If the Candidate joins but the session cannot proceed due to technical issues on the Candidate's side (including but not limited to internet failure, device malfunction, missing permissions, incompatible software, microphone/camera failure), the Service is considered delivered.
- Once the **session has begun**, regardless of its duration or whether the Candidate chooses to leave early, the Service is considered delivered.

The Client bears full responsibility for the Candidate's attendance, punctuality, and technical readiness.

7. Intellectual Property

All evaluation materials, interview structures, scoring systems, rubrics, written feedback, reports, and any other documentation produced as part of the Services are the exclusive intellectual property of Scientific Discovery Elements S.R.L..

The Client is granted a non-transferable, non-exclusive license to access and use the specific evaluation results and reports associated with their engagement, strictly for internal or personal purposes.

Any reproduction, redistribution, publication, or commercial use of the Company's materials without explicit written consent is strictly prohibited.

8. Limitation of Liability

The Company provides the Services with professional care and expertise. However, the Company does not guarantee:

- $\bullet \;\;$ that the Candidate will obtain employment or any specific job offer,
- that a particular performance level or improvement will be achieved,
- any decision made by third parties (such as employers) based on our evaluations or reports.

To the maximum extent permitted by law, the Company's total liability arising from or related to any Service is limited to the amount actually paid by the Client for that specific Service.

9. Governing Law and Jurisdiction

These Terms are governed by the laws of Romania and applicable European Union regulations. Any dispute arising out of or in connection with these Terms or the Services shall be submitted to the exclusive jurisdiction of the competent courts of Romania.

10. Acceptance and Waiver of Withdrawal Right

By completing a payment or booking, the Client:

- confirms having read, understood, and accepted these Terms,
- explicitly requests the scheduling and delivery of the Services at a specific date and time, prior to the expiry of any standard withdrawal period under EU consumer law,
- acknowledges that once the session has begun, the Service is considered delivered and that no statutory right of withdrawal or refund applies beyond what is expressly provided in the Company's Refund & Cancellation Policy.