

Terms of Use

Last Updated: July 1, 2016

These Terms of Use (“Terms”) govern our relationship with users of Drafted. By using or accessing our services on the Drafted app and/or other platform (the “Services”), you agree to these Terms, as updated from time to time, the applicable platform user agreement, and, to the extent applicable, the Subscription Service Agreement.

In addition, we encourage you to read our FAQ section <https://drafted.us/faq> to learn more about how Drafted works.

1. Privacy

We value your privacy at Drafted. We designed our Privacy Policy to explain how we collect and use your content and information. You can find our Privacy Policy here <https://drafted.us/privacy>.

2. Use of Services

You can use our Services as (1) a hiring manager for an employer (“Hiring Manager”), (2) a referrer of a job posting on Drafted (“Referrer”) and/or (3) a candidate for a job posting on Drafted (“Candidate”).

By using our Services as a Hiring Manager, you confirm that you are authorized to use Drafted on behalf of your company and that your company will make all required payments to us, including any subscription fee and reward that you and Drafted set for filling a job opening (“Reward”), unless we have authorized you in writing to make a portion of a monetary Reward payment or deliver a non-monetary Reward directly to a Referrer. You, on behalf of your company, agree to notify us immediately when a Candidate accepts an offer, and to pay or deliver the Reward to Drafted, if required.

By using our Services as a Referrer, you agree to refer job postings only to individuals in your family, social or professional network. You also agree to notify us immediately after you become aware that a Candidate you referred accepted an offer from an employer through Drafted. If two or more Referrers send a Candidate the same job posting, the Referrer Code used by the Candidate to submit his or her application material to the employer determines which Referrer(s) will share the Reward.

By using our Services as a Candidate, you agree to notify us immediately when you accept an offer from an employer through Drafted. You also acknowledge and agree that the Referrer Code you use when you submit your application to a company will determine which Referrer(s) will share in the Reward if you are hired by the company.

3. Reward Payment Terms

When a Hiring Manager posts a job description on Drafted, he or she will work with us to set the type and amount of the Reward, which may be monetary (e.g., \$5,000) or non-monetary (e.g., five-day trip to Hawaii). In our sole discretion, we may pay a portion of the cost or expenses of the Reward. The employer must pay its portion of the Reward, or deliver the Reward, to Drafted within 15 days of a Candidate's acceptance of an offer from that employer, unless we have authorized you in writing to make a portion of a monetary Reward payment, or deliver a non-monetary Reward, directly to a Referrer. We may take up to 20% of any monetary Reward, or other amount agreed to with the Hiring Manager in the case of a non-monetary Reward, as a service fee and then distribute the remainder of the monetary Reward equally, or deliver the Reward, to the Referrers and the Candidate, subject to their compliance with our terms and conditions.

We want to make payments convenient. As a Hiring Manager, you can fund your Reward payment using a number of different sources, such as credit cards, debit cards and wire transfer. When you provide a funding instrument to us, you confirm that you are permitted to use that funding instrument. When you fund a transaction, you authorize us and our designated payment processor to charge the full amount to the funding instrument you designated. You also authorize us to collect and store information regarding that funding instrument, along with other related transaction information. If you fund a payment by debit card or wire transfer and your Drafted transaction results in an overdraft or other fee from your bank, you are responsible for that fee.

Our determination of the amounts payable by and to you is final and binding. We are not required to make any payments or deliver any Rewards to Referrers or Candidates if we have not received full payment from the employer or Hiring Manager.

4. Taxes

Employers, and recipients of any portion of a Reward, are responsible for all federal, state and local tax payments and all filings and reports required by governmental bodies in connection with their Subscription or Reward, respectively.

5. Your Responsibilities

You are responsible for your conduct. Below are the general commitments you make to us about your use of our Services:

- You will accept responsibility for all activities and transactions that occur under your account.
- You will be financially responsible for your use of our Services, including making all payments to Drafted in accordance with these Terms.
- You will comply with all applicable laws when using or accessing the Services.

6. Registration

Drafted users provide their real names and information so we can successfully connect them to fill job openings. We need your help to keep it that way. Below are the commitments you make to us about the registration of your Drafted account:

- You will not create more than one personal account.
- You will not create an account for anyone other than yourself or, if you are a Hiring Manager, for your company.
- You will not create an account if you are under 18 years old.
- You will not create an account as a Candidate if you are not authorized to work in the United States.
- You will not provide any false personal information.
- You will keep your contact information accurate and up-to-date.
- If we disable your account, you will not create another one without our permission.

7. Safety

We do our best to keep Drafted safe, but we can't guarantee it. Your help is invaluable to our efforts. Below are the commitments you make to us to help keep Drafted safe:

- You will maintain the confidentiality of your account information.
- You will not solicit login information or access an account belonging to someone else.
- You will not tamper with the information, accounts, postings or content of other users.
- You will not impersonate or misrepresent your affiliation with any person or entity.
- You will not upload viruses or other malicious code.
- You will not use robots, spiders, scrapers or other automated means or interface to collect the content or information of other users, or to otherwise access the Drafted website or app, without our prior permission.
- You will not transmit any unauthorized commercial communications, such as spam.
- You will not represent that Drafted endorsed you or your content without our permission.
- You will not bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Drafted website or app, except as otherwise expressly permitted by law.
- You will not do anything that could disable, overburden or impair the proper working or appearance of the Drafted website or app, such as a denial of service attack.
- You will not facilitate or encourage any violations of these Terms.

8. Changes to Services

We constantly change and improve our Services to better serve our users. In turn, we may add, alter or remove features and functions from the Services at any time without prior notice if such change does not negatively impact your payment obligations.

9. Support

We will provide support and use commercially reasonable efforts to ensure that the Services are provided as advertised.

10. Termination

You are free to stop using our Services at any time. We also reserve the right to suspend or end our Services at any time at our discretion. Suspension or termination does not relieve you or any person or entity of its obligations under these Terms or the amounts owed to Drafted prior to such suspension or termination.

11. Disputes

We have the right, but not the obligation, to resolve disputes between users relating to Drafted, which will be final and binding. Our resolution of a particular dispute does not create an obligation to resolve any other dispute.

12. Intellectual Property

Neither these Terms nor your use of our Services grants you ownership in our Services or the content you access through our Services (the “Content”). We own all intellectual property rights in and related to the Services and the Content.

If you use our Services as a Hiring Manager, we may identify your company by name and logo as a Drafted user on our website, app and other promotional materials.

13. Governing Law

These Terms are governed by the laws of the Commonwealth of Massachusetts, excluding its conflicts of law rules. Your use of Drafted may also be subject to other local, state, national, or international laws.

14. Modifications

We may revise these Terms from time to time, and we will always post the most current version on our website. By continuing to use or access our Services after the revisions come into effect, you agree to be bound by the revised Terms.

Privacy Policy

This policy describes our practices regarding personally identifiable information and data (“personal information”). This policy applies to our websites, mobile applications, email and text messages, and social media accounts. When you use any of these, you agree to the terms in this policy. If you have any questions about this policy, please contact us at privacy@drafted.net.

What do we collect?

When you use Drafted with a web browser, we collect information from you. Some of this information may be personal information. This information might include technical information such as IP address, screen resolution, browser used, operating system and settings, and access times. It might also include referral information, which keeps track how you linked to a Drafted web site.

When you use the Drafted mobile application, the technical information we collect may include your device model, settings, location and software version.

When you enable it, Drafted will collect information from the contacts list on your phone and / or social networks.

How do we use it?

Drafted uses technical information from your phone or web browser to maintain and improve our service—essentially, to help you find people you know to be job candidates or refer jobs to others.

Your personal information is only available in the Drafted services to people that you already know, which Drafted identifies as people with your contact information and your connections on Facebook and LinkedIn, the hiring principals at the employer when you’re applying for a job, and the referred candidate when you’re a hiring principal trying to fill a position.

What are cookies and how does Drafted use them?

Cookies are bits of data saved to your browser. Drafted uses them primarily as a tracking mechanism. We use them to keep track of referrals and invitations for jobs on Drafted. We also use them to track the effectiveness of our marketing.

What about data from third parties?

When you use Drafted, you will grant access to personal information from other services, such as LinkedIn or Facebook.

How old do you have to be to use Drafted?

Drafted is a service for adults and does not knowingly allow anyone under 18 years old to use the service.

Personal info shared with third parties

Drafted does not supply your personal information to third parties, with the exception of technical data that may be provided to third parties providing services to us. For example, Drafted uses a third party for sending push notifications, and another for email.

We do not rent or sell your personal information to third parties for marketing purposes.