

Recruit Genie AI Processing Addendum



1. Scope

This Addendum applies to the use of Artificial Intelligence (“AI”) features within the Recruit Genie platform (the “AI Features”), including candidate-job matching and optional insight generation.

This Addendum forms part of and is incorporated into the Data Processing Agreement (“DPA”) between the Client (the “Controller”) and Recruit Genie (the “Processor”).

2. Nature of AI Processing

The Processor provides AI-assisted functionality to support recruitment workflows. The AI Features:

- Analyse job and candidate data to produce **relevance values**
- Optionally generate **qualitative insights**
- Operate solely as a **decision-support tool**

The AI Features do **not**:

- Make automated decisions regarding candidates
- Determine or trigger outcomes such as rejection or hiring.

All recruitment decisions remain under the control of the Controller.

3. Roles and Responsibilities

- The **Client remains the Data Controller** for all personal data processed using the AI Features
 - Recruit Genie acts solely as a **Data Processor**, processing data on documented instructions from the Client
 - The Client is responsible for:
 - Determining the lawful basis for processing
 - Providing appropriate transparency to data subjects
 - Ensuring appropriate use of AI outputs in decision-making by all their users of the platform
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4. Categories of Data Processed

The AI Features are designed to process **professional and role-related data only**, including:

- Skills, qualifications, and certifications
- Employment history and experience
- Job descriptions and requirements
- Job titles and relevance to vacancy descriptions

The AI Features **will not process**:

- Direct identifiers (e.g. name, email, phone)
 - Special category data (as defined under UK GDPR Article 9)
 - Any data not relevant to professional suitability
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5. AI Model Usage and Training

- Personal data processed via the AI Features is **not used to train, retrain, or improve AI models**
 - Data is processed **only for the purpose of providing the services to the Client**
 - AI models used by the Processor are pre-trained and operate in **inference mode only**
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6. Automated Decision-Making

The Processor confirms that:

- The AI Features do **not constitute automated decision-making** within the meaning of Article 22 UK GDPR
 - The system does not produce decisions with legal or similarly significant effects without human involvement
 - All outputs are advisory and require human review
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7. Transparency and Data Subject Rights

The Client agrees to:

- Inform candidates that AI tools are used within the recruitment process
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- Provide clear information on:
 - The purpose of AI use
 - The nature of outputs (supporting, not decision-making)
- Facilitate the exercise of data subject rights (access, objection, etc.)

The Processor shall assist the Client, as required, in responding to such requests in accordance with the DPA.

8. Security and Safeguards

The Processor implements appropriate technical and organisational measures, including:

- Secure cloud infrastructure (Microsoft Azure)
- Access control and monitoring
- Encryption in transit
- Logical separation of customer data

AI processing is conducted within the same security framework as the core platform.

9. Subprocessors

The Client acknowledges and agrees that AI processing may involve approved subprocessors engaged by Recruit Genie to provide AI and cloud infrastructure services.

AI-related subprocessors are identified in the Subprocessor Schedule attached to the DPA, as amended from time to time.

Where Recruit Genie uses Microsoft Azure AI Foundry, Microsoft Corporation acts as a subprocessor to Recruit Genie in connection with the processing of Personal Data on behalf of the Client.

Recruit Genie shall ensure that all subprocessors engaged in connection with AI processing are subject to written contractual obligations providing a level of protection for Personal Data that is no less protective than those set out in the DPA.

10. Liability and Use of Outputs

The Client acknowledges that:

- AI-generated outputs are probabilistic and may not always be accurate
 - The Client is responsible for reviewing and validating outputs before relying on them
 - The Processor shall not be liable for decisions made solely based on AI outputs without appropriate human oversight
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11. Opt-In and Control

Use of the AI Features is:

- **Optional** and subject to Client activation
- Configurable at location (branch) or company-wide level
- Able to be disabled at any time

12. Precedence

In the event of any conflict between this Addendum and the DPA, the provisions of this Addendum shall prevail solely in relation to AI-specific processing activities and only to the extent necessary to resolve the conflict.