

NESA HR Terms of Use

NESA HUMAN RESOURCES

Effective Date: March 1, 2023

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Clear terms for accessing and using NESA HR websites, resources, services, and NESA HR Talent Intelligence™. By using this website, you agree to the terms set out below, which govern your access to and use of nesahr.com and related NESA HR services.

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1. Acceptance of Terms

Welcome to NESA Human Resources.

These Terms of Use ("Terms") govern your access to and use of nesahr.com and the websites, digital content, resources, tools, assessments, NESA HR Talent Intelligence™, and other features or services made available by NESA Human Resources ("NESA HR," "we," "our," or "us").

By accessing or using the website, you acknowledge that you have read, understood, and agree to these Terms.

If you do not agree with these Terms, please discontinue use of the website.

These Terms apply to users throughout the United States. Certain federal, state, or local laws may provide rights or protections that cannot legally be waived by these Terms.

2. About NESA HR

NESA HR provides human resources consulting, workforce advisory, organizational support, professional resources, HR tools, Talent Intelligence services, and related people solutions.

Information provided through this website is intended to help visitors understand NESA HR, explore available solutions, access resources, and interact with our services.

Use of this website alone does not establish a consulting, advisory, employment, legal, or other professional relationship with NESA HR.

3. Permitted Use

You may use this website for lawful business, professional, informational, and educational purposes.

You agree not to:

- Use the website for unlawful, fraudulent, deceptive, or harmful purposes.
- Attempt to gain unauthorized access to accounts, systems, data, or website functionality.
- Interfere with the security, availability, or performance of the website.
- Introduce viruses, malicious code, or harmful technology.
- Misrepresent your identity, qualifications, organization, or affiliation.
- Submit knowingly false, misleading, or fraudulent information.
- Copy, reproduce, distribute, sell, or commercially exploit protected NESA HR materials without authorization.
- Scrape, harvest, extract, or systematically collect website content or data through automated means without written permission.
- Use NESA HR proprietary materials to create or support a competing product, assessment, framework, or service without authorization.
- Infringe NESA HR intellectual property or the rights of another individual or organization.

NESA HR may restrict or terminate access when we reasonably believe these Terms have been violated.

4. Intellectual Property

Unless otherwise stated, content available through NESA HR and nesahr.com is owned by, licensed to, or otherwise used with permission by NESA HR.

Protected materials may include:

- Website content
- Written materials
- Logos
- Brand elements

- Graphics
- Frameworks
- Methodologies
- Career architecture
- Competency frameworks
- Assessment structures
- Question banks
- Scoring methodologies
- Talent Profiles
- Training materials
- Templates
- Guides
- Checklists
- Worksheets
- Toolkits
- Courses
- Reports
- Research
- Educational materials
- Digital products

NESA HR Talent Intelligence™, including its associated career architecture, methodologies, competency standards, assessment content, scoring structures, Talent Profiles, and related materials, is proprietary to NESA HR unless otherwise indicated.

Nothing on this website transfers ownership of NESA HR intellectual property to the user.

5. Limited License

NESA HR grants users a limited, non-exclusive, non-transferable, revocable license to access and use website content for lawful personal, professional, or authorized internal organizational purposes.

Unless NESA HR provides written authorization, you may not:

- Republish NESA HR content.
- Resell NESA HR materials.
- Distribute paid or restricted materials to unauthorized users.
- Modify NESA HR materials and represent them as your own.
- Remove ownership, copyright, or trademark notices.
- Incorporate proprietary NESA HR materials into commercial products.
- Use NESA HR assessment content to create competing assessments, courses, frameworks, or services.
- License, sublicense, transfer, or commercially exploit NESA HR intellectual property.

6. Downloadable Resources

NESA HR may make templates, guides, checklists, worksheets, reports, toolkits, and other materials available for download.

Unless specifically stated otherwise, downloadable resources are provided for:

- Personal professional development; or
- Internal organizational use by the authorized recipient.

Downloading, purchasing, or accessing a resource does not transfer ownership or intellectual property rights.

Resources may not be:

- Resold
 - Republished
 - Publicly distributed
 - Uploaded to another resource library
 - Reproduced for commercial distribution
 - Used to create competing products or services
- without prior written permission from NESA HR.

7. HR Consulting and Advisory Services

Website use, email communication, consultation requests, or general inquiries do not independently create a client-consultant relationship.

A formal professional engagement begins only when NESA HR and a client agree to applicable engagement documentation, which may include a:

- Consulting agreement
- Service agreement
- Statement of work
- Proposal
- Engagement letter
- Subscription agreement
- Other written contract

If an executed client agreement conflicts with these Terms regarding a particular professional engagement, the applicable client agreement will control to the extent of that conflict.

8. NESA HR Talent Intelligence™

NESA HR Talent Intelligence™ provides structured information intended to help employers and HR professionals better understand professional capability, competencies, career level, assessment performance, development opportunities, and role alignment.

Talent Intelligence may include:

- Applied HR knowledge assessments
- Situational judgment assessments
- Integrated business cases
- Work simulations
- Structured competency interviews
- Professional experience review
- Work evidence
- Competency evaluation
- Career-level analysis
- Role alignment
- Talent Profiles
- Decision Support

Talent Intelligence is intended to support—not replace—human judgment.

Employers should evaluate Talent Intelligence information together with other appropriate job-related information, which may include:

- Relevant experience
- Structured interviews
- References

- Credentials
- Role-specific requirements
- Organizational context
- Applicable laws and regulations
- Other lawful selection criteria

No individual Talent Intelligence result should automatically determine an employment decision.

9. Talent Scores, Role Match, Evidence Confidence, and Career Level

Talent Intelligence may include information such as:

- Talent Score
- Role Match
- Evidence Confidence
- Career Level
- Competency results
- Development priorities
- Assessment evidence

These indicators are intended to organize and communicate available assessment evidence.

They do not constitute guarantees regarding:

- Future job performance
- Employment success
- Suitability for every organization
- Promotion readiness in every environment
- Career outcomes

Talent Intelligence results should be considered within the context in which the assessment was administered.

10. No Employment or Career Guarantee

Participation in NESA HR Talent Intelligence™, creation of a Talent Profile, use of NESA HR resources, or interaction with NESA HR does not guarantee:

- Employment
- Interviews
- Job placement
- Promotion
- Compensation
- Employer interest
- Career advancement
- Job performance
- Selection for a particular opportunity

Employers remain responsible for their employment decisions.

HR professionals remain responsible for their individual career decisions.

11. Assessment Integrity

Individuals participating in NESA HR assessments agree to complete assessments honestly and independently unless collaboration is expressly permitted.

Participants may not:

- Copy restricted assessment questions.
- Record or photograph restricted assessment content.
- Share questions or answers.
- Obtain unauthorized assistance.
- Share assessment credentials.
- Manipulate assessment results.
- Use prohibited outside resources.
- Use artificial intelligence where expressly prohibited by the applicable assessment instructions.
- Reproduce assessment content for commercial purposes.

NESA HR may invalidate, suspend, or withhold assessment results where assessment integrity is reasonably believed to have been compromised.

12. Accounts and Access

Certain NESA HR services may require registration or account credentials.

Users are responsible for:

- Providing accurate information.
- Maintaining the confidentiality of their credentials.
- Restricting unauthorized access to their accounts.
- Promptly notifying NESA HR of suspected unauthorized access.

Restricted account access may not be shared unless expressly permitted.

13. Payments, Purchases, and Subscriptions

Where NESA HR offers paid services, resources, assessments, subscriptions, or other products, additional terms may apply regarding:

- Pricing
- Billing
- Payment
- Renewal
- Cancellation
- Refunds
- Subscription periods
- Service limitations

Any additional terms disclosed at the time of purchase or contained in an applicable agreement will apply in addition to these Terms.

14. Third-Party Services

NESA HR may use, integrate with, or provide links to third-party platforms and services.

These may include providers supporting:

- Website hosting
- Scheduling
- Payments
- Forms
- Email
- Video conferencing

- Analytics
- Customer relationship management
- Assessments
- Cloud storage
- Other business functions

Use of third-party services may be governed by their separate terms and privacy policies.

NESA HR does not control and is not responsible for the independent content, availability, security, privacy practices, or operation of third-party services.

15. Website Information

NESA HR seeks to provide accurate and useful information.

However, website content may occasionally include errors, omissions, outdated information, or technical inaccuracies.

NESA HR may update, modify, suspend, or discontinue website:

- Content
- Services
- Pricing
- Resources
- Features
- Availability

without prior notice, subject to applicable law and existing contractual obligations.

16. No Legal Advice

NESA HR is a human resources consulting organization and is not a law firm.

Website content, resources, assessments, communications, and general HR guidance do not constitute legal advice and do not create an attorney-client relationship.

Employment laws vary by:

- State
- Local jurisdiction
- Industry
- Employer size
- Employee classification
- Specific circumstances

Organizations should consult qualified legal counsel when legal interpretation, representation, or advice is required.

Please review the NESA HR Disclaimer for additional information.

17. Federal, State, and Local Requirements

NESA HR may provide information or services to organizations and professionals located in multiple U.S. jurisdictions.

Employment, privacy, consumer protection, accessibility, and other requirements may vary among federal, state, and local jurisdictions.

Nothing on the website should be interpreted as representing that one general resource, policy, template, assessment, or recommendation will satisfy every legal requirement applicable to every organization or jurisdiction.

Clients remain responsible for identifying and complying with laws applicable to their organization unless otherwise specifically provided under a written NESAs HR engagement.

18. No Guarantee of Results

NESAs HR aims to provide thoughtful, practical, and professional HR solutions.

However, organizational and professional outcomes depend on numerous factors outside NESAs HR's control.

NESAs HR does not guarantee specific:

- Business outcomes
- Legal outcomes
- Compliance outcomes
- Hiring outcomes
- Employee relations outcomes
- Retention levels
- Performance improvements
- Financial results
- Career outcomes
- Organizational results

Examples, scenarios, case studies, or previous results should not be interpreted as guarantees of future results.

19. Disclaimer of Warranties

To the fullest extent permitted by applicable law, the website, general website content, and generally available resources are provided on an "as is" and "as available" basis.

NESAs HR does not warrant that the website will always be:

- Available
- Uninterrupted
- Error-free
- Secure
- Free of harmful components

Certain jurisdictions may restrict the exclusion of particular warranties. Where applicable law does not permit an exclusion, that exclusion will apply only to the extent permitted.

20. Limitation of Liability

To the fullest extent permitted by applicable law, NESAs HR and its owners, employees, contractors, representatives, affiliates, and service providers will not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages arising from or relating to:

- Use of the website.
- Inability to use the website.
- Reliance on general website content.
- Downloaded resources.
- Unauthorized website access.
- Independent third-party services.
- Website interruptions.
- Other matters associated with website use.

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited under applicable federal, state, or local law.

21. Indemnification

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless NESA HR and its owners, employees, representatives, contractors, and affiliates from claims, losses, liabilities, damages, and reasonable expenses arising from:

- Your unlawful use of the website.
- Your violation of these Terms.
- Fraudulent activity associated with your account.
- Your infringement of another party's intellectual property or other legal rights.

This provision does not apply to the extent prohibited by applicable law.

22. Privacy

Use of the website is also subject to the NESA HR Privacy Policy.

The Privacy Policy explains how NESA HR collects, uses, discloses, retains, and protects personal information. Depending on the user's residence and applicable law, additional privacy rights may apply.

Individuals participating in NESA HR Talent Intelligence™ may also receive additional assessment-specific privacy notices, disclosures, acknowledgments, or consent language.

23. Accessibility

NESA HR is committed to providing an inclusive and usable digital experience.

Please review our Accessibility Statement for additional information about our accessibility efforts and how to notify us of accessibility barriers.

24. Suspension or Termination of Access

NESA HR may suspend, restrict, or terminate access to website features or services when reasonably necessary, including where:

- These Terms have been violated.
- Fraud or misuse is suspected.
- Website or information security is threatened.
- Payment obligations remain unresolved.
- Assessment integrity has been compromised.
- Continued use may harm NESA HR, a user, a client, or another third party.

Any contractual rights under a separate client agreement remain subject to that agreement.

25. Governing Law

These Terms and any dispute arising from or relating to use of this website will be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict-of-law principles.

However, nothing in these Terms is intended to limit or waive any rights or protections that cannot lawfully be waived under applicable federal, state, or local law.

Where mandatory laws of another jurisdiction apply to a user based on their residence, location, or the nature of the services provided, including applicable consumer protection, privacy, employment, accessibility, or other statutory protections, those laws will apply to the extent required.

This provision does not eliminate or restrict any rights or remedies that cannot legally be waived.

26. Jurisdiction and Venue

To the extent permitted by applicable law, any legal action or proceeding arising from or relating to these Terms or use of the NESAs HR website shall be brought in a state or federal court of competent jurisdiction located in the State of Georgia.

Each party consents to the jurisdiction of those courts to the extent legally enforceable.

Nothing in this provision requires an individual or organization to waive a right to bring or defend a claim in another jurisdiction where applicable law prohibits or limits enforcement of such a forum-selection requirement.

27. Rights Under Applicable Law

These Terms are intended to operate to the fullest extent permitted by law.

Nothing in these Terms is intended to:

- Eliminate statutory rights that cannot legally be waived.
- Prevent a consumer from exercising applicable privacy rights.
- Limit rights available under applicable employment law.
- Limit protections available under consumer protection laws.
- Restrict any legally protected right to contact a government agency or regulator.
- Override mandatory state or local legal requirements.

If applicable law provides greater protection than these Terms, the applicable mandatory legal protection will control to the extent required.

28. Severability

If any provision of these Terms is determined to be invalid, unlawful, or unenforceable, that provision will be enforced to the maximum extent permitted by law.

The remaining provisions will continue in effect.

29. Waiver

Failure by NESAs HR to enforce any provision of these Terms does not constitute a waiver of that provision or any other right.

A waiver is effective only if made in writing by an authorized representative of NESAs HR.

30. Entire Agreement Regarding Website Use

These Terms, together with the Privacy Policy, Disclaimer, Accessibility Statement, and any additional terms expressly incorporated by reference, constitute the agreement between NESAs HR and the user regarding general use of this website.

Separate client, assessment, employment, subscription, or service agreements may contain additional terms governing those relationships.

31. Changes to These Terms

NESAs HR may update these Terms periodically to reflect changes in:

- Services
- Technology

- Website functionality
- Business practices
- Legal requirements
- Regulatory obligations

When changes are made, the Last Updated date will be revised.

Where required by law, additional notice or consent will be provided for material changes.

Continued use of the website following the effective date of revised Terms constitutes acceptance of those revised Terms to the extent permitted by applicable law.

32. Contact Us

Questions regarding these Terms of Use may be directed to:

NESA Human Resources

Email: info@nesahr.com

Website: nesahr.com