

# Workable Demo Terms of Use

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By accessing and using our Demo Website and any Demo Products you acknowledge and agree with the Terms of use herein.

The use of the Demo Website and Demo Products implies automatically the acceptance of the following terms and conditions.

## 1. Demo Website and Demo Products

Workable may provide you with access to the Demo Website and access and use of Demo Products (collectively, “**Demo**”), subject to these Terms. You must keep the Demo in your control and take reasonable efforts to prevent others from using it. You are responsible for any loss or damage to your Demo or to Workable intellectual property rights in it, including loss or damage resulting from the disclosure of the Demo. You will immediately notify Workable if you become aware that the Demo provided to you is distributed or transferred to a third party, and you must use your best efforts to help recover the Demo and to prevent any further loss of disclosure.

## 2. License Grant

Subject to the terms and conditions hereof, Workable grants to you, a limited non-exclusive, non-transferable, revocable license to use the Demo solely for the purpose of your evaluation of the Demo and not for general commercial use. Workable reserves all rights in the Demo not explicitly granted to you in this license, including rights to all intellectual property contained in the Demo. This license does not include the right to, and you agree not to (a) rent, lease or sublicense the Demo or make it available on a network to other users unless explicitly agreed between the parties; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or

derive the source code for the Demo; (c) create derivative works from the Demo; or (d) copy the Demo in an unauthorized manner.

### 3. User Generated Content

You may have the option to create, post, stream, transmit and provide content such as pictures, logos, trademarks or other information (“User Material”) through the Demo. User Material will be deleted automatically by Workable, without any notice, normally within 24 hours after being submitted on a time schedule. To the extent permitted by law, you provide to Workable, a worldwide, non exclusive royalty-free and perpetual right to use, distribute, copy, modify, display, and publish your User Material for any reason without any restrictions or payments to you or any third parties. You acknowledge that you have received good and valuable consideration from Workable for the license of the rights in your User Material. Workable may sublicense its rights to your User Material to any third party, including its affiliates. You hereby waive, to the extent permitted by law, all claims against Workable and its affiliates or any third party's use of the User Material. By creating, posting, streaming, transmitting or providing Workable any User Material, you represent and warrant that your User Material does not infringe on the intellectual property or other rights of any third party and is not obscene, defamatory, offensive and you have the appropriate rights to use, create, post, distribute, transmit and provide User Material and to grant Workable the foregoing license. You must cooperate with Workable in resolving any dispute that may arise from your User Material.

### 4. Prohibited Use

You agree not to access or use (and shall not permit others to access or use) the Demo in any manner:

- Other than for product evaluation purposes (specifically excluding product demonstration, development, or any production or commercial purposes);
- To Infringe any intellectual property rights or other proprietary rights of any third party;
- Reasonably be deemed to be unlawful, harmful, obscene, infringing, harassing, racially offensive, discriminatory or otherwise illegal, offensive, inappropriate or violates other party's rights.

## 5. Confidentiality

In case you have access to or receive Workable's Confidential Information You shall hold such Confidential Information in confidence and, unless required by law, not make any Confidential Information available to any third party or use such Confidential Information for any purpose other than the evaluation of the Demo in accordance with these Terms.

Confidential Information shall not include information that: (a) is or becomes publicly known through no act or omission on Your part; (b) was in Your lawful possession prior to the disclosure; (c) is lawfully disclosed to You by a third party without restriction on disclosure; or (d) is independently developed by You, provided such independent development can be shown by written evidence.

You may disclose Confidential Information only to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives Workable as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, You take into account the reasonable requests of Workable in relation to the content of such disclosure.

## 6. Disclaimer/Liability Limitations

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DAMAGES EXCEED \$100. SOME JURISDICTIONS DO NOT ALLOW FOR CERTAIN LIMITATIONS OF LIABILITIES OR WARRANTIES, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

## 7. Indemnification

You agree to defend, indemnify and hold Workable, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees and other costs of defense) resulting from your violation of these Terms of Use and your use of the Demo, including, without limitation, any use of the Demo's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Demo.

## 8. Feedback

You may provide reasonable feedback to Workable concerning the Demo and its functionality. If you provide feedback to Workable, all such feedback will be the sole and exclusive property of Workable. You hereby irrevocably transfers and assigns to Workable and agrees to irrevocably assign and transfer to Workable all of the Your rights, title, and interest in and to all feedback including all intellectual property rights therein (collectively, "Intellectual Property Rights"). You will not earn or acquire any rights or licenses in the Demo or in any Intellectual Property Rights on account of this Agreement.

## 9. Termination

You can terminate this agreement at any point by ceasing to use the Demo.

Workable may terminate your access to the Demo at any time without cause or advance notice to you.

## 10. Miscellaneous

1. These Terms of Use and any dispute or claim arising out of, or related to, them, shall be governed by and construed in accordance with the English Law. The courts of England

have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with these Terms, their subject matter or formation (including non-contractual disputes or claims).

2. Workable automatically resets the Demo on a time schedule and any input by You will be automatically deleted after 24 hours. No information and no Personal Data submitted by You is stored and can't be retrieved after this time.

## 11. Questions or Complaints

You may submit any questions or complaints to Customer Support.