

Terms and Conditions

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This document sets out the Terms and Conditions ("**Agreement**") on which Workable Software Limited (Company No. 08125469) of 5 Golden Square, 5th Floor, London, W1F 9BS ("**Workable**") provides customers with access to recruitment and human resources management services through the www.workable.com website ("**Website**").

You acknowledge and agree that by signing up online to use the Services, on behalf of a nominated company or organisation ("**Customer**"), you agree that the company or organisation will be bound by these terms. You represent and warrant that you have full capacity and authority to enter into this Agreement on behalf of the Customer.

1 The Services

1.1 Workable provides the Customer with access to Workable's Software as a Service ("**SaaS**") platform for recruitment and human resources management. The SaaS platform includes tools to manage Customer's hiring process, employee onboarding and management, and storage of Customer's recruitment and employment data ("**Services**").

1.2 Workable provides the Services on a subscription basis, as specified in the applicable Order Form or the Website and subject to the terms and conditions of this Agreement. The start of the Customer's Subscription Term is the date the Customer registers online to use the Services and accepts this Agreement or the date of execution of an Order Form ("**Effective Date**"). Customer may purchase additional Services during its Subscription Term, by executing a new Order Form or purchasing them on the Website.

1.3 Workable may also provide Customer with Professional Services for an additional charge. Professional Services will be agreed upon in a Statement of Work or Order Form, as the case may be.

1.4 Workable’s obligations are limited only to the provision of the Services and do not in any way include acting on the Customer’s behalf. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Customer and Workable, or appoint either Party as the agent of the other.

1.5 Workable may from time to time add, modify, suspend or cease (temporarily or permanently) any element of the Services. Where feasible, Workable will inform the Customer accordingly in advance through the Website, platform notifications, or other reasonable means.

1.6 Workable will make commercially reasonable efforts to make the Services available on a seven (7) day per week, twenty-four (24) hour per day basis, excluding scheduled maintenance, unavailability beyond Workable's reasonable control, and any permitted suspensions. Workable will provide reasonable notice to Customer at least 24 hours in advance for scheduled downtime, where feasible. Service availability and related performance commitments are further described in [Workable’s SLA](#), which is incorporated by reference.

2 Trial

2.1 Access to the Website and the Services may be granted to the Customer on a trial or ‘free’ basis (“**Trial**”) for a period of up to 15 days. The Customer acknowledges and agrees that during the Trial, in addition to all other terms, this section applies.

2.2 Access to the Services during the Trial will be provided at no cost to the Customer.

2.3 The functionality of the Services during a Trial may be limited or restricted.

2.4 Any Services provided by Workable during a Trial shall be considered “as-is”, and Workable has no liability of any type, nor any indemnification obligations, for any harm or damage arising out of or in connection with any free Services.

2.5 Workable may withdraw or suspend the Customer’s access to the Services at any time during the Trial, and at the completion of the Trial, continued access to the Website and/or Services will be subject to payment of Fees.

2.6 Customer shall be fully liable under those terms to Workable for any harm or damages arising from the use of the Services during a Trial by Customer.

2.7 If there is any conflict between this clause 2 and any other terms of this Agreement, this clause shall prevail.

3 Access and Use of the Services

3.1 To use the Services, the Customer shall first be required to register with Workable by completing the online registration form on the Website. The number of employees entered by the Customer during the online registration process shall be deemed to represent the Customer's Company Size, as defined in this Agreement.

3.2 Customer represents that all information provided to Workable as part of purchasing and registering their online account is accurate, current, and complete.

3.3 Workable reserves the right to verify the Customer Information, including the Company Size, based among others on public available information, and usage of the Services, and take actions, including suspending, terminating, or upgrading the Customer's subscription plan, if any Customer Information is inaccurate. Customer acknowledges and agrees that all Users will (a) use their corporate email address; (b) comply with Workable's directions regarding account access levels; and (c) not share User accounts.

3.4 Customer and Users must keep login credentials secure and immediately notify Workable of any unauthorised access. Customer is solely responsible and liable for any breaches of this Agreement arising out of the use of their logins to access the Services, whether such use is authorised by the Customer or not.

4 General Customer Obligations and Responsibilities

4.1 Customer shall use the Services in accordance with this Agreement and is solely responsible for the use of the Services and its internal recruitment and employee management process.

4.2 Customer is responsible for all Users accessing the Services through its account ("**Users**").

4.3 Customer is solely responsible for the use of the Services in compliance with all applicable laws, including data protection, consumer protection, employment, equality and anti-discrimination laws. Customer is also responsible for ensuring that Customer Content complies with such applicable laws and does not contain viruses or any material that is defamatory, harassing or otherwise unlawful.

4.4 Workable does not vet, verify, or edit Customer Content. Workable shall have no liability for any errors, omissions, or damages arising from or related to Customer Content.

4.5 The Customer and its Users shall not:

4.5.1 Impersonate any other User or person.

4.5.2 Use information made available through the Services for any purpose other than as permitted by this Agreement.

4.5.3 Do anything that could impair, interfere with, damage or cause harm to the operation of the Services.

4.5.4 Use the Services to circumvent Website limitations, including but not limited to fair usage limitations (as implemented by Workable and notified to the Customer), feature restrictions, and account tier limitations.

4.6 Customer is responsible for all contractual arrangements made with Candidates and Employees throughout the recruitment and employment process. In the event of a Dispute, Customer agrees that Workable is not liable for any resulting loss or damage suffered by the Customer, and hereby releases and holds Workable harmless from any such loss, damage or liability.

5 Service-specific Obligations

5.1 When Customer uses the Services for recruitment purposes, including but not limited to job postings and candidate sourcing, the following conditions apply:

5.1.1 Customer shall ensure that the Services are not used to (a) post false, misleading, or non-existent Openings, (b) post multi-level marketing or similar schemes, (c) harvest Candidates for improper purposes, (d) post Openings on behalf of another entity without that entity's prior consent, (f) solicit, or request payments from Candidates (e) transmit unsolicited or unauthorized communications, including spam, (f) invade or violate any third party's right to privacy.

5.1.2 Customer shall ensure that Openings do not infringe any third-party intellectual property rights or other proprietary rights, and are not offensive, discriminatory, illegal, inappropriate, or harmful in any way.

5.1.3 Workable may refuse to publish or remove any Opening that breaches this Agreement.

5.1.4 Workable shall distribute Openings that comply with the content standards, posting rules and acceptance criteria of the applicable job boards' policies. Workable is not responsible for an Opening being rejected or not posted by the relevant job board.

5.1.5 Customer is responsible for obtaining and verifying Candidate qualifications, eligibility to work and any other necessary information.

5.1.6 Workable may enhance a Candidate's Profile with additional information, obtained from publicly available data or third parties, but does not guarantee its accuracy, correctness, completeness, or that such enhancements will be error-free or ultimately achieve any enhancement to the Profile. Customer shall verify the accuracy of such additional information.

5.1.7 Customer's use of the texting feature is subject to Workable's Texting Acceptable Use Policy and all applicable laws in Customer's jurisdiction, including anti-spam and privacy regulations. Customer shall: (a) obtain necessary consent for text communications; (b) accurately represent their organization; (c) avoid sending prohibited content; and (d) respect opt-out requests. Workable may suspend or terminate access for violations.

5.2 If the Customer uses electronic signatures via the Services (where this is available), the Customer consents to their use and is responsible for determining their enforceability under applicable local laws. Workable makes no representations or warranties regarding the content, validity or enforceability of any electronic documents or electronic signatures.

5.3 The following terms govern the use of AI-powered Features:

5.3.1 The Customer retains ownership of all data, content, text, prompts, search queries, or other materials provided to the AI Features ("**Input**") and the resulting generated output ("**Output**"). Customer shall refrain from using the AI Features or any Inputs or Outputs to develop, train or improve any AI models that compete with Workable's AI Features.

5.3.2 The AI Features are provided on an "as is" basis. For any content generated by machine learning capabilities and functionality, Workable makes no warranty or guarantee as to the accuracy, non-infringement, non-bias, or reliability of such content.

5.3.3 The Customer acknowledges that Workable's AI-powered Features may use third-party large language models, foundation models, and hosted services.

5.4 If the Customer's plan does not include any of the above specific services, the relevant terms shall not be applicable.

6 Third-Party Integrations

6.1 Workable may offer Customers the option to purchase additional products and services that provide functionality that complements the Services and are supplied by third parties (each such third party being a "**Marketplace Partner**").

6.2 Workable does not itself provide the products or services provided by the Marketplace Partners; these are sold directly to the Customer under the partner's own terms, which the Customer acknowledges and accepts.

6.3 Where the Customer elects to engage one or more of the Marketplace Partners, the parties agree that such Marketplace Partner is a data processor of the Customer, and not a sub-processor of Workable. The Customer agrees that personal data may be shared between Workable and the Marketplace Partner, and expressly instructs Workable to do so.

7 Fees and Payment

7.1 The Order Form or the Website shall detail the Customer's subscription plan and applicable Fees. Pricing may vary by billing country. Unless the Order Form states otherwise, Fees are due at the beginning of the Initial Term and each subsequent Renewal Term in the currency specified in the Order Form or the Website, as applicable.

7.2 Fees are non-refundable and non-cancelable, except as expressly provided in this Agreement or the Order Form.

7.3 For payments via credit or debit card:

7.3.1 Customer authorises Workable to charge its credit card or bank account for all Fees payable for the Initial Term and any Renewal Term, until Customer decides to terminate the Services. In addition, Customer authorises Workable to use third-party providers in order to process payments, and agrees to the disclosure of its payment information to any such third party as required. Customer is solely responsible for any bank fees charged by its bank, including recurring payment fees associated with the payments to Workable.

7.3.2 If Customer pays by direct debit, where this payment option is supported by Workable, Customer authorises Workable and its Affiliates to debit its bank account for all Fees payable for the Initial Term and any Renewal Term and to collect any amounts due according to the subscription plan.

7.4 Workable reserves the right to adjust the Fees for any Renewal Term (to reflect Workable's investment in product research and development and increases in the Consumer Price Index), based on Workable's then-current price list, publicly available at workable.com/pricing. Any such adjustment shall not exceed five percent (5%) compared to the price list of the preceding term for the same plan. Fees may be further adjusted based on the Customer's Company Size at the time of renewal, selected add-ons or Professional Services. Workable shall notify Customer of any such increase at least forty-

five (45) days prior to the next Renewal Term. If the Customer wishes not to renew, it shall notify Workable by written notice or by cancelling its subscription plan on the Services before the expiration of their current term.

7.5 For multi-year contracts, Workable reserves the right to assess the Customer's Company Size on each anniversary of the Effective Date, and may apply a prorated price increase for any Company Size Excess, unless the Parties have agreed to an alternative pricing in the Order Form.

7.6 For Customers signing up online to use the Services and paying on a monthly basis, if there is a Company Size Excess as a result of Clause 3.3, Workable will charge the Customer under the applicable subscription plan and pricing in the next monthly billing cycle. Continued use of the Services after such changes will constitute the Customer's acceptance of the new pricing. If the Customer does not agree to the changes, the sole remedy is to cancel the subscription and discontinue use of the Services.

8 Term and Termination

8.1 This Agreement shall commence on the Effective Date and continue for the duration of the Customer's subscription length ("**Initial Term**"). The subscription shall automatically renew for successive terms of one (1) year ("**Renewal Term**"), on each anniversary of the Effective Date or, for multi-year contracts, upon expiration of the agreed term, unless either Party provides written notice of its intention not to renew the Services before such anniversary or expiration date.

8.2 Customer may terminate at any time with written notice to Workable or by cancelling its subscription directly in the Services. Early termination does not entitle the Customer to a refund of prepaid Fees, and any outstanding Fees for the agreed Subscription Term become immediately due and payable, unless otherwise expressly agreed in the Order Form.

8.3 If Workable materially breaches this Agreement and fails to cure the breach within a reasonable timeframe after receiving Customer's written notice, Customer may terminate the Agreement and receive a prorated refund of any prepaid Fees for the Services not rendered.

8.4 Workable shall be entitled to downgrade, suspend and/or terminate the Customer's access to the Services if:

8.4.1 Workable's network providers and suppliers cease providing their services;

8.4.2 Workable believes that any applicable law has rendered the Services unlawful;
or

8.4.3 Customer has breached any provisions of this Agreement, including but not limited to failure of Customer to pay the Fees due, after providing Customer with advance written notice of the Customer breach, except in the case of imminent harm or risk to the SaaS platform, in which case Workable may take immediate action without prior notice.

8.5 Upon termination in accordance with this clause 8:

8.5.1 Customer will lose access to the Services and the Website;

8.5.2 In the event of termination by Workable that is not due to a breach by the Customer, Workable shall refund prepaid Fees for Services not provided;

8.5.3 Otherwise, prepaid Fees are non-refundable.

8.6 Upon termination and at any time until termination, Workable shall provide Customer with tools to export or retrieve its data.

9 Warranties

9.1 Customer hereby warrants that it (a) has the right and capacity to enter into and be bound by this Agreement; (b) shall comply with all applicable laws, (c) will abide by Workable's rules and reasonable directions, and (d) has the right to use the intellectual property in the Customer Information, Customer Content, Openings and all information and materials provided by the Customer to Workable.

9.2 Customer acknowledges and agrees that it will not upload or store to the Services any protected health information regulated by the Health Insurance Portability and Accountability Act ("**HIPAA**"), or any other similar laws, as applicable.

9.3 Workable warrants that the Services, including any Professional Services, shall be provided with reasonable care and skill in the manner which would reasonably be expected from an experienced provider of similar services.

9.4 Workable relies on other service providers (such as network providers, data centres, telecommunication providers) to make the Services and the Website available to the Customer. Workable does not guarantee uninterrupted or error-free Service at all times. Workable shall not be liable in any way for any losses the Customer may suffer as a result of delays or failures of the Services and Website as a result of Workable's service providers.

9.5 To the maximum extent permitted by law, Workable expressly excludes all representations, warranties, obligations and liabilities in connection with the Services and

the Website, including but not limited to the warranties of merchantability, non-infringement of intellectual property, accuracy, completeness, fitness for a particular purpose, and any warranties arising by statute or otherwise in law or from course of dealing, course of performance, or use of trade are hereby excluded and disclaimed.

9.6 Workable may display or link to third-party websites and third-party advertising banners on the Website (e.g., for job postings or social networking). Use of any such third-party websites and services is at the Customer's risk. Workable accepts no responsibility or liability for the availability, suitability, reliability or content of such websites. All use of the third-party websites is subject to the terms and conditions of the third-party website provider.

10 Limitation of Liability

10.1 Subject to clauses 10.2 and 10.3, the maximum aggregate liability of either Party (including its respective agents, sub-contractors or representatives) under, arising from or in connection with the provision of the Services and/or this Agreement, whether arising in contract, tort (including negligence) or otherwise (including for contractual liability under any indemnity provided by a Party), shall not exceed a sum equivalent to the total Fees received by Workable for a period of twelve (12) months preceding the event giving rise to liability.

10.2 To the extent permitted by law, either Party excludes liability for:

10.2.1 All conditions, warranties and other terms whether expressed or which might otherwise be implied by statute or common law;

10.2.2 Indirect or consequential loss, loss of profit, income/revenue, business/contracts, data, goodwill/reputation, expectation, opportunity;

10.2.3 Any loss, even if foreseeable and regardless of whether caused by tort, breach of contract, or otherwise, except for loss of or damage to the Customer's tangible property, or other direct financial loss that is not excluded by any of the categories set out above.

10.3 Nothing in this Agreement limits or excludes either Party's liability for death or personal injury resulting from a Party's negligence or any liability arising from gross negligence or fraudulent misrepresentation.

11 Indemnification

11.1 Customer hereby indemnifies Workable against all losses, liabilities, costs and expenses (including but not limited to legal costs) arising from or incurred by reason of any third-party action, claim arising from or in connection with (a) Customer's access and use of the Services in violation of this Agreement, (b) Customer's recruitment and employment decisions, practices or processes, (c) any infringement of intellectual property rights arising from the use or possession of the Customer Information, Customer Content, Openings, or any other information provided by the Customer to Workable; provided, that Workable notifies Customer promptly in writing of such claim and uses commercially reasonable efforts to mitigate the damages which may be payable by Customer hereunder. Customer shall have sole control over the defence and settlement of such claim. Workable shall provide all information and assistance reasonably requested by Customer, at Workable's expense.

11.2 Workable shall indemnify Customer against any third party claim that the Software or the use thereof in accordance with this Agreement infringes a third party patent, trademark, copyright or trade secret under the laws of a country in which the Services are accessed by Customer, and shall pay any resulting damages awarded to such claimant or any settlement agreed to by Workable and any related costs and expenses reasonably incurred by Customer; provided, that Customer notifies Workable promptly in writing of such claim and uses commercially reasonable efforts to mitigate the damages which may be payable by Workable hereunder. Workable shall have sole control over the defence and settlement of such claim. Customer shall provide all information and assistance reasonably requested by Workable, at Workable's expense. Workable and its Affiliates, licensors and other providers shall have no liability to the extent any infringement arises out of or relates to any: (a) use or combination of Services or the Software with any third party software, hardware, application, content or service; (b) use of the Services or the Software in a manner that does not comply with this Agreement; (c) any modification not made by Workable or its representatives; or (d) any matter for which Customer is obligated to indemnify Workable pursuant to this Agreement. This clause 11.2 states Customer's sole and exclusive remedy, and Workable's and its Affiliates' sole and exclusive liability, regarding infringement or misappropriation of any third party intellectual property rights.

12 Intellectual Property Rights

12.1 Workable and its licensors own all intellectual property rights in the Services, Software and Website.

12.2 Workable grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the Subscription Term. Nothing in this Agreement will serve to transfer from Workable to the Customer any of the

Software or Website, and all right, title and interest in and to the Software and the Website will remain exclusively with Workable and/or Workable's licensors.

12.3 Customer must not:

12.3.1 Modify, translate, or create derivative works of the Software or Website.

12.3.2 Reverse engineer, decompile, or disassemble the Software or Website to source code form.

12.3.3 Distribute, sub-license, assign, share, timeshare, sell, rent, lease, transmit, or transfer the Software or Website or the Customer's right to use the Software or Website.

12.4 Customer hereby grants Workable a sub-licensable, worldwide, royalty-free licence to use and make available the Customer Information, Customer Content and Openings to provide the Services and to publish Openings on job boards. Customer retains all rights, title and ownership interest in and to the Customer Content.

12.5 Customer agrees that Workable may use aggregated data derived from the Customer's use of the Services to further develop and improve the Services. Such aggregated data is owned by Workable and does not include any information that identifies the Customer or any individual.

13 Data Processing, Privacy and Confidentiality

13.1 Both Parties shall comply with all applicable Data Protection Laws.

13.2 Workable processes certain personal data of the Users of the Website and Services as a data controller (as defined by Data Protection Laws), in accordance with its [Privacy Policy](#) and [Cookies Policy](#).

13.3 The Customer shall include words substantially similar to [Workable's Recruitment Privacy Notice Template](#), as well as all other provisions required for such Privacy Notice to comply with the Data Protection Laws.

13.4 While providing the Services, Workable processes personal data on the Customer's behalf as a data processor (as defined by Data Protection Laws), and will maintain appropriate organisational and technical measures for protection of the security, confidentiality and integrity of such data, as described in the [Workable Data Processing Addendum](#), which is hereby agreed and incorporated in this Agreement. Customer acknowledges that Candidates shall also have the right to withdraw their application at any time online directly via Workable.

13.5 Customer is responsible for ensuring its collection and use of personal data complies with Data Protection Laws and shall indemnify Workable against any losses, liabilities, costs and expenses (including but not limited to legal costs) arising from or incurred by reason of the Customer's failure to comply with this clause.

13.6 If Workable processes personal information of California residents on behalf of the Customer, the terms of the Workable [CCPA/ CPRA Data Processing Addendum](#) are hereby agreed and incorporated in this Agreement.

13.7 Workable and Customer agree that in their respective role as Receiving or Disclosing Party, the Receiving Party shall hold all Confidential Information as strictly confidential and protect it with at least the same degree of care it uses to protect its own Confidential Information, but in no event with less than reasonable care. The confidentiality obligations do not apply to Confidential Information that is (a) publicly available, (b) lawfully possessed by the Receiving Party, (c) rightfully obtained from a third party who has no restriction to disclose it, or (d) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. The Receiving Party shall use Confidential Information only to perform its obligations under this Agreement and shall not disclose it to any third party except with the Disclosing Party's written consent or to its Affiliates, employees, subcontractors who have a need to know and are bound by similar confidentiality obligations. The Receiving Party shall be entitled to make any disclosure of the Disclosing Party's Confidential Information as may be required by law, government or regulatory authority, provided that (where legally permitted) it gives the Disclosing Party as much notice as is reasonably practicable prior to such disclosure.

14 General

14.1 Failure by either Party to enforce any of its rights or remedies under this Agreement shall not be deemed a waiver of any such rights or remedies, nor shall it relieve the other Party from compliance with its obligations under this Agreement.

14.2 Customer should send notices, under this Agreement, to Workable's support at support@workable.com. Workable may send notices to the email address designated by Customer in the Order Form or to the Customer's administrator of the Services. Each Party may update its designated recipients for notices upon written notice to the other Party.

14.3 If any provision of this Agreement is held by any competent authority to be invalid, unlawful or unenforceable to any extent, the remaining provisions will remain in effect.

14.4 Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be

unreasonably withheld).

14.5 Additionally, neither Party shall receive or offer any bribes, gifts, or things of unreasonable value in connection with this Agreement.

14.6 Workable may identify the Customer as a user of the Services and use Customer's trademark and/or logo in certain marketing materials/ for promotional purposes.

14.7 Workable reserves the right to modify this Agreement at any time, by revising the terms of the Agreement on the Website, provided that any such modifications do not materially change the overall functionality of the Services or substantially diminish Customer's rights and create substantial Customer obligations. Any changes Workable may make to this document in the future will be notified and made available to the Customers who have subscribed to be notified by using the form at the bottom of this page. By continuing to use the Services after the effective date of any amended Agreement, the Customer is deemed to have accepted and agreed to the updated terms.

14.8 This Agreement is governed by and construed in accordance with English law, and the English courts have exclusive jurisdiction.

15 Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" means any legal entity that, whether now or in the future directly or indirectly, Controls, is Controlled by or is under common Control by the Customer or Workable, where "Control" means the possession (directly or indirectly) of fifty per cent (50%) or more of the voting stock or other equity interest of a subject entity with the power to vote, or the power in fact to control the management decisions of such entity, for so long as such entity continues to be controlled by the Customer.

"Agreement" means this Master Subscription Agreement, including the Data Processing Addendum and Order Form.

"AI-powered Features" means the artificial intelligence or machine learning functionalities within the Services, as specified on the Workable Website.

"Candidate" means an individual seeking employment (on a permanent, temporary, or contract basis) whose information is submitted to or processed through the Services by the Customer, or who interacts with the Services in response to an Opening.

"Company Size" means the total number of individuals engaged by the Customer and its Affiliates, where applicable, to work under the direction or control of the Customer, including

all full-time and part-time employees and independent contractors, regardless of the duration of their engagement.

“**Company Size Excess**” means an excess to the Company size provided by Customer when registering to use the Services.

“**Confidential Information**” means all information pertaining to business, technology, affairs, customer, clients or suppliers, marketing plans etc. that is designated as confidential or that reasonably should be understood to be confidential, as disclosed by one party (“Disclosing Party”) to the other (“Receiving Party”). Workable’s Confidential information shall include among the others, the Services, pricing, and Quote details.

“**Customer Content**” means any content uploaded by Customer such as images, videos, audio, files, links to external websites, communication between Users and Candidates or Employees, and all other material of any format, including any Input and Output relating to AI-powered Features (excluding Customer Information).

“**Customer Information**” means information about the Customer’s organisation, including contact details, billing and administrative data, usage information, and other information provided to or collected by Workable in connection with the Customer’s use of the Services, excluding Customer Content.

“**Data Protection Laws**” means all applicable data protection and privacy laws and regulations, including the EU General Data Protection Regulation 2016/679 (“GDPR”), the UK General Data Protection Regulation (“UK GDPR”) and the UK Data Protection Act 2018, the California Consumer Privacy Act (“CCPA”) and the California Privacy Rights Act (“CPRA”), the revised Swiss Federal Act on Data Protection (“FDAP”), and all other successor legislation and regulation thereto.

“**Dispute**” any disagreement or claim between the Customer and a Candidate or Employee arising from the Customer’s use of the Services, relating to recruitment or employment matters.

“**Employee**” means the Customer’s employees.

“**Fees**” means the fees payable by the Customer for access and use of the Services, as set out in the Order Form.

“**Professional Services**” means certain services offered by Workable to enable and support a Customer’s access and use of the Services, which may include implementation, training, custom solutions, data migration, data export, consulting, or integrations through a Workable API.

“Openings” means roles or positions that the Customer intends to advertise to recruit employees or contractors. The number of Openings the Customer may post may be limited based on the subscription plan selected, as specified in the applicable Order Form.

“Profile” means information submitted by a Candidate or an Employee through the Services, which may include, without limitation, (i) Candidate academic background, work experience, technical or product skills and employment history or (ii) Employee contact details, role, compensation, etc.

“Software” means Workable’s proprietary software, including all features, functionalities, updates, and associated user interfaces, made available to the Customer as part of the Workable platform or via the Website.

“Subscription Term” means the period from the Effective Date, through the Initial Term and all Renewal Terms, until the expiration or termination of the Services.

“Users” means the Customer’s employees and nominated representatives on their hiring team that create individual user accounts which permit them to access and use the Services on behalf of the Customer.

“Website” means the www.workable.com website, including any mobile applications.

“Workable’s Texting Acceptable Use Policy” means the policy incorporated [here](#) by reference.

“Order form” means an order form executed by Customer and governed by this Agreement.

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Archived versions

[Workable Terms of Use January 16th 2025](#)

[Workable HR Terms of Use January 16th 2025](#)