

# Terms of Use

These Terms of Use were last updated on the 19th January 2022 and are applicable to any Customers with a new subscription on or after this date. For Customers that have already agreed to a different version of our Terms of Use, these updated Terms of Use will be effective on 20th February 2022 and replace any prior version of these Terms.

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

Please read these Terms very carefully before using the Website and the Services. You acknowledge and agree that by clicking on "I accept" on behalf of a nominated company or organisation (the "**Customer**"), you agree that company or organisation will be bound by these terms as a Customer. You warrant and represent that you have full capacity and authority to enter into these Terms on behalf of the Customer company or organisation.

If you do not accept these Terms, you will not be able to use the Website and the Services. You are advised to print and retain a copy of these Terms for future reference. These Terms may be subject to change from time to time and accordingly you are advised to refer back to these Terms from time to time and before making use of the Website and Services.

## 1 The Website & the Services

**1.1** The Website is owned and managed by Workable Technology Limited (Company No. 08789789) a company incorporated in England and Wales and whose registered office address is 5 Golden Square, 5th Floor, London, W1F 9BS. Workable Technology Limited is the parent company of

Workable Software. There are provisions in place allowing Workable Software to license the Services to Customers.

**1.2** In consideration for the payment of the Fees, Workable shall provide the Customer with the services as described on the Website, which allow the Customer to browse, screen, track and collaboratively manage its hiring process ("**Services**") and provide the facility of storing the Customer's recruitment data ("**Storage Service**"). The Services typically include the following:

**1.2.1** the facility to add accounts for "**Collaborators**", meaning the Customer's employees and nominated representatives on their hiring team, by nominating such individuals to create individual user accounts which permit them to access and use the Services on behalf of the Customer;

**1.2.2** the facility to create "**Openings**", meaning descriptions of an employment or contractor role or position that the Customer is seeking to fill (note the ability of the Customer to do this may be limited to a set number of Openings in accordance with the corresponding Fees subscription selected by the Customer, as described on the Website);

**1.2.3** the facility to upload "**Customer Information**", meaning information about the Customer's organisation or any Opening;

**1.2.4** the ability to publish and export Openings to various job boards and social media services where they can be displayed to potential "**Candidates**", meaning persons seeking employment on a contract or permanent basis who register with Workable;

**1.2.5** the ability to view the "**Profile**" of a Candidate who applies for an Opening with the Customer, which means the information submitted by a Candidate through the Services which may include a summary of the Candidate's academic background, work experience, technical or product skills and employment history;

**1.2.6** a comparison tool to compare Candidates for a specific Opening, and the facilitation and management of communications between the Customer and its Collaborators, and any Candidate, with respect to an Opening;

**1.2.7** the ability to use a search tool allowing Customers or Collaborators to search for prospective Candidates by skills and qualifications, regardless of whether that prospective Candidate has applied for an Opening ("**People Search Service**"). Where the

Customer uses the People Search Service, the Customer hereby instructs Workable to search for such Candidates within opt-in databases, such as social networks, and candidate databases on job boards and to rank candidates as follows:

**1.2.7.1** the frequency of inclusion in prospective Candidate's profile of the keywords selected by the Customer, or typical in relation to the role for which the Candidate has applied;

**1.2.7.2** the fields inside the prospective Candidate's profile, where the keywords are located: headline, summary, skills, work experience (company name, summary, title), education (degree classification, field of study, degree, school name), location (locality, administrative level, country);

**1.2.7.3** the completeness of the Candidate's profile in terms of name, location, social profiles, work experience, education, skills, emails or images; and

**1.2.7.4** whether the filters applied by the Customer e.g. location, company name and university name match the Candidate's profile.

**1.2.8** the ability to request certain implementation services from Workable to allow a Customer or Collaborator the ability to access and use the Website and Services on their systems, including through the use of a Workable API ("**Implementation Services**"). Such Implementation Services will incur charges in addition to the Fees, such additional charges will be as agreed between Workable and Customer and will be invoiced to the Customer and payable on or before commencement of applicable services; and

**1.2.9** any other features and functionalities provided by Workable to the Customer from time to time, including without limitation, the ability to participate in social network Advertising Campaigns and locate Prospective Candidates by enabling certain functionalities of the People Search Service.

**1.3** For the avoidance of doubt, Workable's obligations shall be limited only to the provision of the Services and do not in any way include acting on the Customer's behalf. Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the Customer and Workable, appoint either party as the agent of the other, nor

authorise either party to make or enter into any commitments for or on behalf of the other party.

**1.4** Workable may from time to time add, modify, suspend or cease (temporarily or permanently) the provision of any element of the Services upon notice to the Customer.

**1.5** Workable agrees to use commercially reasonable efforts to make the Services available on a seven (7) day per week, twenty four (24) hour per day basis excluding (a) scheduled maintenance time, (b) any unavailability caused by circumstances beyond Workable's reasonable control and (c) any suspensions permitted under these Terms. In the event of a planned service downtime in respect of the Services, Workable shall use reasonable efforts to notify the Customer thereof at least 24 hours in advance (which notice may be provided electronically, including via the Services).

**1.6** 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 the following specific terms shall apply in addition to all other Terms:

**1.6.1** access to the Services during the Trial will be provided at no cost to the Customer;

**1.6.2** such access is solely for the purpose of offering the Customer a preview demonstration of the functionality and features of the Services;

**1.6.3** the functionality of the Services during a trial may be limited or restricted; 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.

**1.6.4** 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 or charges.

**1.6.5** 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 Registration & collaborators**

**2.1** In order to use the Services, the Customer shall first be required to register with Workable by completing the online registration form on the Website.

**2.2** Workable shall send the Customer a confirmation email ("**Confirmation Email**") once it has accepted and confirmed the Customer's registration. The Customer's contract to use the Services on these Terms ("**Contract**") commences on the date of the Confirmation Email.

**2.3** Workable reserves the right to conduct verification and security procedures in respect of all information provided by the Customer to Workable. If Workable has reason to believe that the information provided by the Customer to register and use any of the Services breaches or is likely to breach any of the provision in these Terms, Workable at its sole discretion may take any action that it deems appropriate including without limitation, to terminate the Customer's Contract.

**2.4** These Terms shall apply to any and all Collaborators who access and use the Website and the Customer Services through the Customer's account. The Customer acknowledges and agrees:

**2.4.1** all Collaborators must use the corporate email address allocated to them by the Customer when creating a Collaborator profile;

**2.4.2** Workable may allocate the Customer "Admin" or "Member" accounts with varying levels of access, and the Customer shall comply (and ensure each Collaborator complies) with any directions of Workable relating to the establishment and use of such Collaborator accounts;

**2.4.3** only one person may log-on to the Website and/or access the Services using any one Collaborator account at any one time; and

**2.4.4** the Customer is directly liable to Workable at all times for the acts or omissions of its Collaborators.

**2.5** The Customer shall, and shall ensure its Collaborators, keep any Customer and Collaborator usernames and passwords ("**Logins**") safe and secure to ensure that they are not used without the Customer's permission. The Customer must immediately notify Workable if it has reason to believe that there has been unauthorised use or access to the Customer's Logins and/or the Customer's profile on the Website. The Customer shall be solely responsible and liable for any breaches of these Terms arising out of or

resulting from use of the Customer's Logins to access the Services and/or the Website, whether such use is authorised by the Customer or not.

**2.6** At any time upon notice to the Customer, Workable may require the Customer to execute any further documents to confirm the Customer's acceptance of, or give full effect to, these Terms.

### **3 Customer obligations**

**3.1** The Customer shall, and shall ensure that its Collaborators shall, at all times use the Services and the Website in accordance with these Terms.

**3.2** The Customer shall ensure that its use of the Services and/or the Website, including the submission of any information, data, images, videos, audio, files, links to external websites, communication between Collaborators and with Candidates, and all other material of any format ("**Submissions**"):

**3.2.1** comply with all applicable laws and legislations, including, but not limited to, the US Fair Credit Reporting Act 1971 (15 U.S.C. § 1681 et seq);

**3.2.2** do not infringe any intellectual property rights or other proprietary rights of any third party;

**3.2.3** not reasonably be deemed to:

- be offensive, illegal, inappropriate or in any way:
  - promote racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - harass or advocate harassment of another person;
  - display pornographic or sexually explicit material;
  - promote any conduct that is abusive, threatening, obscene, defamatory or libellous;
  - promote any illegal activities;
  - provide instructional information about illegal activities, including violating someone else's privacy;
  - create computer viruses or implement any form of software or scripts onto the Website that have the

appearance of coming from a user or candidate (for the avoidance of doubt, this shall not apply to API use);

- promote or contain information that you know or believe to be inaccurate, false or misleading;
  - engage in the promotion of contests, sweepstakes and pyramid schemes, without our prior written consent;
  - exploit people in a sexual or violent manner; or
  - invade or violate any third party's right to privacy;
- 
- register the same Customer more than once for the purpose of circumventing Customer limitations which have been created by the Website such as the number of Openings the Customer is permitted to create;
  - publish Openings that do not correspond to actual unfulfilled full time/part-time/hourly employment/contract positions;
  - publish Openings for multi-level marketing positions, pyramid schemes or self-employed opportunities;
  - publish Openings with the aim of harvesting Candidates for any reason other than legitimate employment;
  - publish Openings that direct Candidates to apply through means that are not supported by Workable and the Website;
  - publish Openings on behalf of a company without their knowledge and consent;
  - request payments from Candidates; and
  - transmit "junk mail", or "chain letters", or unsolicited mass mailing, messaging or "spamming"; and the Customer hereby indemnifies Workable for all losses, liabilities, costs and expenses (including but not limited to legal costs) suffered or incurred by Workable which arise directly or indirectly from a breach by the Customer of this clause 3.2.

**3.3** Unless otherwise explicitly stated by Workable, Workable does not vet, verify the accuracy, correctness and completeness of, edit or modify any Submissions or any other information, data and materials created, used and/or published by the Customer on the Website to determine whether

they may result in any liability to any third party. The Customer hereby warrants that the Customer has the right to use all such information and material.

**3.4** Subject to clause 3.3, Workable may enhance the Profile by using data related to the Candidate, obtained from third parties. Such additional information may include links to any social media websites used by Workable in enhancing the Profile. In such circumstances, Workable does not vet, verify the accuracy, correctness and completeness of such data used to enhance the Profile and no guarantee is given that any enhancements to the Profile will be error free or ultimately achieve any enhancement to the Profile and it is the responsibility of the Customer to verify the accuracy of such information before making any hiring decisions.

**3.5** Notwithstanding clause 3.3, Workable reserves the right to refuse to publish any Submissions, or to at any time remove or edit a Submission (in whole or in part), if Workable has reason to believe that the Customer's use of the Services and/or the Website breaches these Terms.

**3.6** The Customer shall not:

**3.6.1** at any time use the Services and/or the Website with the purpose of impersonating another user or person;

**3.6.2** use the information made available to the Customer through its use of the Services and/or the Website for any purpose other than in connection with the recruitment of staff;

**3.6.3** except in respect of the People Search Services, use the Website or Services to contact any Candidate or other person who has not either applied for an Opening or been identified by the Customer through other means; and

**3.6.4** do anything whatsoever which shall or is likely to impair, interfere with, damage, or cause harm or distress to any person or all or any part of any computer, computer network, telecommunications service or infrastructure.

**3.7** Workable takes breaches of the Terms, and in particular, this clause 3, very seriously and therefore reserves the right to take any action that Workable deems necessary. This can include, without limitation, suspension or termination of the Customer's use of the Services and/or access to the Website. In certain circumstances Workable may choose to instigate legal proceedings as appropriate if there is any illegal use of the Services and/or the Website, or disclose information to any third party who

is claiming that any material posted or uploaded onto the Website constitutes a violation of their intellectual property rights or of their right to privacy or if the material is posted without that third party's prior consent. The Customer shall promptly notify Workable if it is aware of any or any suspected breaches of this clause 3 by its Collaborators.

#### **4 Customer interaction with candidates**

**4.1** The Customer shall ensure that any Opening it publishes through the Website contains the sufficient information to allow a Candidate to make an informed decision as to applying for the role in question.

**4.2** The Customer warrants and represents that the information provided pursuant to clause 4.1 and in respect of the Customer Information shall be correct, complete, accurate and up to date. In the event the information in the Opening or the Customer Information is incorrect, incomplete, inaccurate or out of date, then the Customer must immediately take all necessary steps to rectify such information.

**4.3** Where the Customer makes use of the People Search Services, it will have the ability to contact Candidates that have not already applied for an Opening. Where a Customer wishes to contact such Candidates, it shall only do so in respect of an existing and valid Opening on the Website and not as a general solicitation.

**4.4** The Customer shall at all times use the Services and the Website in accordance with the applicable law and legislation and in particular, all applicable data protection, employment and anti-discrimination legislation. In particular:

**4.4.1** Customers undertake that they will collect and process personal data relating to Candidates only to the extent that the collection of those data is necessary and relevant to the performance of the job which is being applied for;

**4.4.2** If the Customer selects to access the social media profiles of the Candidates, the Customer shall refer only to appropriate social media when making decision relating to Candidates. The Customer shall consider whether the processing is necessary for the purpose for which it was collected, including whether the social media profile of the candidate is related to business or private purposes, as this can be an important indication for the legal admissibility of the data inspection.

**4.5** The Customer is solely responsible for the use of the Services and its internal management of the recruitment process, for each Candidate search (including the People Search Services) that the Customer undertakes and any Opening advertised by the Customer through the Website. The Customer is also responsible for confirming:

**4.5.1** each Candidate's qualifications, skills, training and experience;

**4.5.2** that the Candidate has the right to work in the relevant jurisdiction; and

**4.5.3** procuring from the Candidate(s) all information reasonably required by the Customer to determine the Candidate's suitability to the Opening.

**4.6** The Customer acknowledges that Workable does not have any control of and therefore cannot reasonably accept any liability in respect of the behaviour, response or actions of the Candidates. Workable does not warrant, represent or guarantee that the Customer will be able to fill the Opening using the Services.

**4.7** The Customer shall, and shall procure that its Collaborators shall at all times keep all information including without limitation, the Candidates' Profiles, communication and correspondences between the Customer, Workable and the Candidates, and all information relating to the Candidates and the recruitment process secure and confidential.

**4.8** The Services shall be personal to the Customer organisation and the Customer has no right whatsoever to resell the Services to any third party for any reason without the express written approval of Workable.

**4.9** The Customer acknowledges and agrees that it is the Customer's responsibility to ensure it enters into any necessary contractual arrangements with Candidates (whether for temporary, casual, contract or permanent employment). The terms of employment and any contractual arrangements shall be negotiated and agreed between the Customer and the approved Candidate directly. In the event there is a dispute between the Customer and any Candidate (whether it relates to the interview or selection process, the contractual arrangements between the parties or otherwise) – collectively, a "**Dispute**" - the Customer agrees Workable is not liable for any loss or damage suffered by the Customer resulting from any such Dispute and the Customer hereby releases and holds harmless Workable from any such loss or damage or any liability in relation to any Dispute.

**4.10** The Customer hereby indemnifies Workable against all losses, liabilities, costs and expenses (including but not limited to legal costs) suffered or incurred by Workable which arise directly or indirectly from any Dispute, or any breach by the Customer of clause 4.4.

## **5 Marketplace Partners**

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

**5.2** Workable does not itself provide the products or services provided by the Marketplace Partners and the contract for the sale of such products and services is concluded directly between the Customer and the applicable Marketplace Partner. Workable is not the agent, joint venture or partner of either the Marketplace Partner or the Customer.

## **6 Fees**

**6.1** The fees to access the Website and Services are as set out on the Website or the Workable Quote you received, as applicable ("**Fees**").

**6.2** Unless stated otherwise on the Website or the Workable Quote, Fees shall be payable by the Customer at the beginning of each subscription term, or in the manner as set out on the Website or the Workable Quote and in the currency identified on the Website or the Workable Quote, as applicable.

**6.3** All Fees are exclusive of VAT and all other taxes or duties and are non-refundable for any reason, except as expressly provided otherwise in these Terms.

**6.4** You agree to keep your personal information, such as contact information, billing information up to date.

**6.5** If you pay by credit or debit card:

**6.5.1** You authorize us to charge your credit card or bank account for all Fees payable for your Subscription Term and for any renewal Term, until you decide to terminate your Subscription.

**6.5.2** In addition, you authorize us in order to process payments to use third party providers, and you provide your consent to disclose your payment information to any such third party as required.

**6.5.3** You are solely responsible for any bank fees, charged by your bank, including recurring payment fees associated with your payments to Workable.

**6.6** For Customers on an annual plan only, upon renewal, Workable reserves the right to increase the Fees up to an amount of 5 to 10% from the effective rates in the preceding term for the same plan and pricing tier (e.g to cover product improvements, new features, inflation etc.) Renewal price is also subject to change if your company's size changes substantially, by applying the then current pricing tier based upon the company's size at the time of renewal. Workable will provide you with notice via email at least 30 days in advance for your upcoming renewal and any change in the Fees applicable.

## **7 Termination**

**7.1** The Customer may terminate the Contract at any time on the provision of written notice to Workable. Customer's, that have not received a Workable Quote ("**Self Service Customers**") may terminate the Provision of the Services at any time by cancelling their subscription on the Website.

**7.2** The Storage Service shall continue after the date of termination of the Services until the Customer notifies Workable in writing that all data of the Customer is to be erased. Workable may terminate the Storage Services at any time after the termination of the Contract, but not earlier than 90 days after the termination of Services, and as required for compliance with applicable law.

**7.3** Workable shall be entitled to suspend and/or terminate the Customer's access and use of the Website and/or all or part of the Services or the Storage Service:

**7.3.1** if Workable's network providers and suppliers cease providing Workable with their services;

**7.3.2** if Workable believes that any applicable law has rendered any part of the Services unlawful; or

**7.3.3** if Workable has reason to believe that the Customer has breached any of the provisions of these Terms.

**7.4** Upon termination of the Customer's Contract in accordance with this clause 7:

**7.4.1** the Customer may no longer access or use the Services and the Website;

**7.4.2** in the event of termination by Workable that is not due to any breach by the Customer (including but not limited to any termination pursuant to clause 11.8 of these Terms), Workable shall refund to the Customer all fees paid in advance for Services not provided by Workable;

**7.4.3** save as set out in the preceding sub-clause, Fees paid in advance by the Customer are non-refundable.

## **8 Warranties**

**8.1** The Customer hereby warrants that (a) the Customer has the right and capacity to enter into and be bound by these Terms; and (b) the Customer shall comply with all applicable laws regarding the Customer's use of the Services and the Website; and (c) and the Customer agrees to abide by the rules and reasonable directions of Workable relating to the Website as may be provided by Workable from time-to- time.

**8.2** Workable warrants that the Services shall be provided with reasonable care and skill in the manner which would reasonably be expected from an experienced provider of similar services.

**8.3** Workable relies on other service providers (such as network provider, data centres, telecommunication providers) to make the Services and the Website available to the Customer. Whilst Workable takes all reasonable steps available to it to provide the Customer with a good level of service, Workable does not guarantee that such service shall be fault free or uninterrupted at all times. Workable therefore 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.

**8.4** Except as expressly set out herein, 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.

**8.5** Workable may display or provide links or other interaction with third party websites and third party advertising banners on the Website ("Third

Party Websites"). In particular, the Services may also provide the Customer with the opportunity to (i) connect and publish Openings and other Customer Information through Third Party Websites (ii) undertake People Search Services on the Third Party Websites and (iii) other third party services such as social and business networking sites. Use of any such Third Party Websites and services shall be at the risk of the Customer and are not the responsibility of Workable. Workable accepts no liability for the availability, suitability, reliability or content of such third party websites and does not endorse the views expressed within them. All use of the Third Party Websites is subject to the terms and conditions of the Third Party Website provider.

## **9 Limitation of liability**

**9.1** Subject to clauses 9.2 and 9.3, the maximum aggregate liability of Workable (including its respective agents, sub-contractors or representatives) under, arising from or in connection with the provision of the Services and/or these Terms, whether arising in contract, tort (including negligence) or otherwise (including for contractual liability under any indemnity provided by Workable), 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.

**9.2** To the extent permitted by law, Workable expressly excludes:

**9.2.1** all conditions, warranties and other terms whether expressed or which might otherwise be implied by statute or common law;

**9.2.2** any liability for indirect or consequential loss which are losses incurred as a side effect of the main loss or damage;

**9.2.3** loss of profit;

**9.2.4** loss of income or revenue;

**9.2.5** loss of business or contracts;

**9.2.6** loss of data;

**9.2.7** loss of goodwill and reputation;

**9.2.8** loss of expectation;

**9.2.9** loss of opportunity;

**9.2.10** loss arising out of or in connection with wasted management or office time; or

**9.2.11** arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to the Customer's tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

**9.3** Nothing in these Terms shall serve to limit or exclude Workable's liability for death or personal injury resulting from Workable's negligence or any liability for fraudulent misrepresentation.

## **10 Intellectual property rights**

**10.1** Workable and its licensors own all intellectual property rights relating to the Services and the Website, including but not limited to all software forming part of the Website ("**Software**"). Those works are protected by copyright laws and treaties around the world. Nothing in these Terms 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. All rights in and to the Software and the Website not expressly granted to the Customer are reserved by Workable and the relevant third party licensors.

**10.2** The Customer may print off one copy and may download extracts of any pages from the Website solely for use by the Customer and the Customer may draw the attention of other users to Submissions or materials posted on the Website. The Customer must not use any part of the submissions of other users and all materials on the Website for any purpose other than accessing the Website or obtaining a benefit from the Services in accordance with these Terms.

**10.3** The Customer shall not, and shall procure that Collaborators shall not: (i) modify, translate, create or attempt to create derivative copies of or copy the Software or the Website in whole or in part; (ii) reverse engineer, decompile, disassemble or otherwise reduce the object code of the Software or the Website to source code form; (iii) distribute, sub-license, assign, share, timeshare, sell, rent, lease, transmit, grant a security interest in or otherwise transfer the Software or the Website or the Customer's right to use the Software or the Website.

**10.4** The Customer warrants that the Customer owns or has the right or licence to use the intellectual property rights in the Customer Information, the Openings and all information and materials provided by the Customer to Workable.

**10.5** The Customer hereby grants Workable, a perpetual, sub-licensable, worldwide, royalty- free licence to publish and make available on the Website the Customer Information, Openings and all other information and material provided by the Customer to Workable in respect of the Services, for the purpose of providing the Services to the Customer.

**10.6** The 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 infringement of any intellectual property right by the use or possession of the Customer Information, Openings, and all other information and material provided by the Customer to Workable.

**10.7** Workable shall indemnify Customer against any third party claim that the Software or the use thereof in accordance with these Terms and the Contract infringes or misappropriates a third party patent, trademark, copyright or trade secret under the laws of a country in which the Services are actually 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 defense 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: (i) use or combination of Services or the Software with any third party software, hardware, application, content or service; (ii) use of the Services or the Software in a manner that does not comply with these Terms; (iii) any modification not made by Workable or its representatives; or (iv) any matter for which Customer is obligated to indemnify Workable pursuant to these Terms. THIS CLAUSE 10.7 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.

## **11 Data processing & privacy**

**11.1** The Customer and Workable shall comply with all applicable data protection and privacy laws and regulations in the performance of its obligations set out under these Terms, 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**”) (“**Data Protection Laws**”), in each case including all other successor legislation and regulation thereto.

**11.2** Workable processes personal data (as such term is defined in the Data Protection Laws) which it collects as a data controller (as the term is defined in the Data Protection Laws) in the course of providing the Services. Where data is processed by Workable as a data controller, such processing is carried out in accordance with Workable’s Privacy and Cookies Notice. In respect of Candidate data, such processing is carried out in accordance with [Workable’s Recruitment Privacy Notice Template](#). Workable processes such categories of personal data as are described in the above referenced Privacy Notices.

**11.3** 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.

**11.4** For personal data which is processed by Workable as a data processor (as the term is defined in Data Protection Laws) on the Customer’s behalf as part of the Services, Workable will:

**11.4.1** act strictly in accordance with the Customer’s lawful and reasonable instructions (which are received via the Customer’s use of the Services) unless applicable law requires otherwise, in which case Workable shall inform the Customer of that legal requirement before processing (unless that law prohibits such information on important grounds of public interest). Workable shall inform the Customer if it becomes aware of an instruction by the Customer that, in Workable’s opinion, infringes the Data Protection Laws.

**11.4.2** ensure that its personnel that are authorised to process the personal data in connection with the provision of the Services, have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

**11.4.3** implement appropriate technical and organisational security measures to protect the personal data in accordance with Data Protection Laws;

**11.4.4** enable the Customer to access, rectify, erase, restrict and transmit the personal data processed by Workable;

**11.4.5** if a data subject (as the term is defined in Data Protection Laws) requests information from Workable concerning the

processing of personal data by the Customer or a Collaborator, promptly forward the request to the Customer;

**11.4.6** provide reasonable assistance to enable the Customer to comply with the Customer's obligations under Data Protection Law, including using appropriate technical and organisational measures to assist the Customer in responding to data subject access requests or assist the Customer in any contacts with the supervisory authorities;

**11.4.7** make available to the Customer all information necessary to demonstrate compliance with the obligations set out in this clause 11, and allow for and contribute to audits, including inspections, conducted by or on behalf of the Customer or ensure that Workable and/or any sub-processor will conduct audits using external auditors at least once per year.

**11.4.8** Workable, to the extent permitted and required by applicable law, shall notify the Customer in writing, without undue delay, after it has become aware of any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data.

#### **11.4.9**

**11.4.9.1** The subject matter of the processing by Workable is the provision of the services to the Customer and the nature and scope of processing by Workable is to enable the Customer to manage its recruitment process through the use of the Services.

**11.4.9.2** Categories of data subjects include natural persons who submit their personal data via the Services and type of personal data is any data the Customer collects via the use of the Services including without limitation name, email, address etc.

**11.5** Following termination of the Services, at Customer's choice and upon Customer's written request, Workable shall return or delete Customer's Personal Data, unless further storage of such Personal Data is required or authorized by applicable law.

**11.6** Customer acknowledges and accepts that Candidates shall also have the right to withdraw their consent to the use of their personal data or information at any time and may request that Workable permanently delete all information and data held about that Candidate from Workable's systems. In the event that a Candidate exercises its rights in this clause 11.6,

Workable shall notify the Customer and the Customer shall promptly and permanently delete all information and data held about that Candidate from Workable's systems. In the event that the Customer has not done so within a reasonable time, and has not notified Workable of any requirement of the Customer for Workable to retain the personal data, Workable reserves the right to remove such personal data and shall not be liable in any way for any loss or damage suffered by Customer arising from such Candidate exercising their rights.

**11.7** Customer shall ensure that its collection and use of any personal data, accessed through the Website or the Services, complies with the Data Protection Laws. The 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 the Customer's failure to comply with this clause 11.7.

**11.8** Customer hereby gives Workable a general written authorisation to engage sub-processors and its Affiliates to process the personal data of the Customer. Workable shall make details of its sub-processors available to the Customer on the Website, or via notification to the Customer provided the Customer has subscribed at the bottom of this page to receive updates (a full list of Workable sub - processors can be found [here](#)). Where Workable intends to add a new sub-processor it shall make details of such new sub-processor available on the Website at least 30 days ("Sub-processor Notice Period") before transferring any personal data to a new sub-processor. Customer shall notify Workable during the Sub-processor Notice Period if it objects to the new sub-processor. If the Customer does not object to the sub-processor during the Sub-processor Notice Period, the Customer shall be deemed to have accepted the sub-processor. If the Customer has raised a reasonable objection to the new sub-processor, and the parties have failed to agree on a solution within the Sub-Processor Notice Period time, the Customer shall have the right to terminate the Contract (including the Services and all Storage Services). During the Sub-Processor Notice Period, Workable shall not transfer any personal data to the sub-processor.

**11.9** Workable shall enter into appropriate written agreements with all of its sub-processors on terms substantially similar to this clause 11, including without limitation the Customer's right to conduct audits at the sub-processor, or ensure that the sub-processor will conduct audits using external auditors at least once per year. Workable shall remain fully liable to the Customer for the performance or non-performance of the sub-processor's obligations.

**11.10** If Workable transfers Personal Data protected under Data Protection Laws to a jurisdiction for which the European Commission or the UK competent government authority has not issued an adequacy decision, including the transfer of Personal Data to its subprocessors, Workable will ensure that appropriate safeguards have been implemented for the transfer of Personal Data in accordance with Data Protection Laws, including the execution of the applicable Standard Contractual Clauses between Workable and its Subprocessors. Additionally:

**11.10.1** If the processing carried out by Workable, includes the transfer of Personal Data, which is processed under the GDPR, to a country outside of the EEA which is not recognised by the European Commission to have an adequate level of protection in accordance with Data Protection Laws, Customer and Workable agree that such transfer is made pursuant to the EU Standard Contractual Clauses, which are deemed entered into (and incorporated [here](#) by this reference). This clause will not apply if all such transfers are made by Workable to Sub-processors in line with clause 11.10.

**11.10.2** If the processing carried out by Workable, includes the transfer of Personal Data, which is processed under the UK GDPR, outside the United Kingdom (the “UK”), and such transfer is not governed by an adequacy decision made by the Secretary of State in accordance with the relevant provisions of the UK GDPR and the Data Protection Act 2018, such transfers are made pursuant to the UK Standard Contractual Clauses, and as amended from time to time, which are deemed entered into and incorporated [here](#) by reference. This clause will not apply if all such transfers are made by Workable to Sub-processors in line with clause 11.10.

**11.11** If Workable processes personal data of California residents on behalf of the Customer, Workable does so as a service provider for the purposes of the California Consumer Privacy Act (“CCPA”) and is receiving personal information from Customer pursuant to these Terms for a business purpose. Workable shall not sell, retain, use or disclose any personal information provided by Customer pursuant to these Terms except as necessary for the specific purpose of performing the services for Customer pursuant to these Terms, or otherwise as set forth in these Terms or as permitted by the CCPA. The terms “personal information,” “service provider,” “sale,” and “sell” are as defined in Section 1798.140 of the CCPA.

**11.12** Where the Customer elects to engage one or more of the Marketplace Partners, the parties agree that such Marketplace Partner is data processor of the Customer, supplying its products and services

directly to the Customer. Marketplace Partners are not sub-processors of Workable.

**11.13** Where the Customer uses a Marketplace Partner's services the Customer hereby acknowledges and agrees that personal data may be passed between Workable and the Marketplace Partner. It is the Customer's express instruction that Workable so provide such personal data to the Marketplace Partner.

**11.14** Where Workable receives personal data from one or more Marketplace Partners in respect of which Workable reasonably believes that the Customer is the data controller, the Customer hereby instructs Workable to process such personal data on the Customer's behalf.

## **12 General**

**12.1** If Workable fails at any time to insist upon strict performance of its obligations under these Terms, or if it fails to exercise any of the rights or remedies to which it is entitled to under these Terms, this will not constitute a waiver of any such rights or remedies and shall not relieve the Customer from compliance with such obligations. No waiver by Workable of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to the Customer in writing.

**12.2** All notification and communication to Workable should be sent to the contact details made available to the Customer on the Website.

**12.3** If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent, be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

**12.4** The Customer acknowledges that in entering into these Terms, the Customer has not relied on any representations, undertaking or promise given by or implied from anything said or written whether on the Website, the Internet or in negotiation between the parties except as expressly set out in these Terms.

**12.5** The Customer agrees that Workable may identify the Customer as a user of the Software and use Customer's trademark and/or logo (i) in sales presentations, promotional/marketing materials and communications, and press releases, and (ii) in order to develop a brief customer profile for use by Workable on Workable's website for promotional purpose.

**12.6** Workable reserves the right to modify these Terms at any time, by revising them 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 that have subscribed to be notified by using the form at the bottom of this page.

**12.7** This Contract shall commence on the Effective Date as specified in the Website or the Workable Quote, as applicable, and continue for the duration of your subscription length. The term of this Contract shall thereafter renew on each anniversary of the Effective Date for successive terms of one (1) year, unless the Customer notifies Workable in writing at least 30 days prior to the anniversary of its intention to not renew the Services, or for Self Service Customers unless they cancel their subscription on the Website. This statement applies to subscriptions with a subscription length of a year or more.

**12.8** These Terms shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of English courts.