

## **WORKHUMAN CERTIFIED ENTERPRISE TERMS**

By accessing or using the Workhuman Certified Enterprise website, which is hosted by Globoforce Limited trading as Workhuman, an Irish company located at 19 Beckett Way, Park West Business Park, Dublin 12, Ireland and its wholly owned subsidiaries (“Workhuman”, “We” or “Us”) or any other site we provide to you to complete your Certification (the “Site” or “Sites”), you agree to be legally bound by these terms including without limitation the disclaimers set forth below (collectively, the “Terms”) just as if you had signed this agreement. If you do not agree to these Terms, you should not use the Site. When you accept these Terms, you accept on behalf of the company applying for the Certification (hereinafter referred to as “Company”, “You”, “you”, “Your” or “your”), and you represent and warrant that you have the necessary authority to agree to the Terms and bind the Company to the Terms. We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms at any time. You should check these Terms periodically for changes, as by using the Site after we post any changes to these Terms, you are agreeing to accept those changes, whether or not you have reviewed them. These Terms may be supplemented by additional terms and conditions pertaining to specific content and activities. You agree and understand that such additional terms and conditions are hereby incorporated by reference to these Terms.

**IF YOU ARE A CURRENT WORKHUMAN CLIENT, THE TERMS OF YOUR SERVICES AGREEMENT WITH WORKHUMAN DO NOT APPLY TO YOUR USE OF THE SITES AND/OR SUBMISSION OF YOUR WORKHUMAN CERTIFIED ENTERPRISE APPLICATION.**

**Workhuman’s competitors are prohibited from accessing the Sites, except with Workhuman’s prior written consent. In addition, the Sites may not be accessed for purposes of monitoring availability, performance, or functionality, or for any other benchmarking or competitive purposes.**

### **Certification Details**

The specific criteria and methodology for awarding the Workhuman Certified Enterprise Certification (the “Certification”) is managed by and at the discretion of Workhuman and is subject to change. The following terms apply to the Certification:

- i. Only eligible companies may apply for the Certification. Please review the FAQ’s posted on the Site to determine whether Company is eligible to participate.
- ii. Company has thirty (30) days from initial creation of your Certified account to complete and submit all required evidence. This period may be extended in Workhuman’s sole discretion.
- iii. If, after initial review of your application, we determine Company does not meet the criteria for the Certification, we may provide you an opportunity to submit additional evidence.
- iv. Unless otherwise set forth on the Site, Workhuman will allow a maximum of two (2) certification attempts during a one (1) year period.
- v. If awarded, the Certification is valid for one (1) year from the date awarded (“Certification Period”) unless earlier revoked or terminated by Workhuman as set forth herein. At the end of the one (1) year period, you must re-certify in accordance with the process set forth on the Site.
- vi. Workhuman may withhold or revoke a Certification at any time for any reason in its sole discretion including for the following reasons:
  - Company is in breach of any of these Terms
  - Company made a misrepresentation as part of its application
  - Company acts in a manner that may adversely affect Workhuman’s reputation or
  - Company acts in a manner that undermines a commitment to the Workhuman Charter of Workplace Rights
- vii. Workhuman reserves the right to suspend, modify or terminate the Certified Enterprise Certification program,

- in whole or in part, for any reason, at any time in its sole discretion.
- viii. Company cannot transfer or assign your rights to the Certification to any other company. Any attempt to do so is void.

Please review the Workhuman Certified Enterprise FAQ's posted on the Site for additional details on the Certification.

### **Company Data**

When accessing or using the Sites, Company may provide Workhuman with certain Company Data. "Company Data" means any and all evidence Company submits to Workhuman as part of your Workhuman Certified Enterprise application including all content, data, materials and information on Company practices, programs, policies, certifications and survey data. Subject to the rights granted to Workhuman herein, all Company Data is owned by Company. Furthermore, to the extent You provide any third-party data to Workhuman, either through a referral to Workhuman Certified or otherwise, You represent and warrant that You have authority to provide such data to Workhuman and have obtained consent from such third-party to provide the same. All such third-party data shall be considered Company Data as that term is defined herein.

You acknowledge and agree that by uploading, entering or otherwise submitting Company Data to Workhuman, you:

- i. grant Workhuman and its third party subprocessors a right to access, use, copy, reproduce, and export the Company Data in order to evaluate your Workhuman Certified Enterprise application
- ii. acknowledge and agree that Workhuman does not require any personal information or personal data as part of the evidence you submit to us
- iii. will not provide Workhuman any Company Data that would be in violation of these Terms or Company's internal policies or procedures and
- iv. have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Company Data

Workhuman has no obligation to retain or provide you with copies of Company Data. Company is solely responsible for making backups of the Company Data. Except as otherwise set forth herein, Workhuman may delete all Company Data in its possession within thirty (30) days from the date Workhuman provides written notification the Certification is awarded (or not awarded) to Company.

### **Publicity**

#### Company's Rights

During the Certification Period, Company shall have a nonexclusive, nontransferable, right to use, publish and display the "Workhuman Certified" mark and any template communications that may be provided by Workhuman to publicize your Certification ("Workhuman Intellectual Property") strictly in accordance with these Terms and the publicity guidelines made available to you. Company shall immediately discontinue all use of the Workhuman Intellectual Property in the event:

- i. Workhuman deems Company's use of Workhuman Intellectual Property is in violation of these Terms or the publicity guidelines
- ii. Company does not re-certify
- iii. Workhuman revokes Company's Certification or
- iv. Workhuman terminates the Certified Enterprise Certification program

Subject to the limited rights granted herein, Workhuman retains all rights, title and interest in and to all Workhuman Intellectual Property.

## Workhuman's Rights

If Company is awarded the Certification, Company grants to Workhuman:

- i. the right to use, publish and display Company's name and logo (which shall be provided by Company as part of the Certified application) as a Workhuman Certified Enterprise company on any medium including without limitation on Workhuman's websites, social media accounts, press releases and/or marketing materials
- ii. with your consent, the right to publish a profile highlighting evidence or examples of Company's workplace practices related to Company's Certification on any medium including on Workhuman's websites, social media accounts, press releases and/or marketing materials
- iii. the right to use aggregate data derived from Company Data in published findings, reports, articles, research or for industry analysis, benchmarking, analytics, marketing, or any other business purpose. Workhuman will not disclose any such data in a form that could identify or serve to identify Company

Company waives any legal claim to any compensation or receipt of consideration of any kind for the rights granted herein.

## **Privacy**

We are committed to protecting the privacy and security of your personal information. All personal information that you provide to create an account on the Sites, or the contact information you provide while using the Sites will be processed in accordance with these Terms and our Privacy Policy. Please review our [Privacy Policy](#), which is incorporated into these Terms by reference, and which may be amended from time to time by Workhuman in its sole discretion.

Workhuman does not require any personal information as part of the Company Data you submit to us. In the event Company transfers to Workhuman personal information as part of the Company Data, such information will be handled in accordance with these Terms. You acknowledge and agree that you will not provide any Company Data that contains personal information (i) of any third party without their consent or (ii) that would violate Company's internal policies and procedures. You acknowledge and agree that Workhuman will not be responsible for any resulting liabilities arising from a violation of the foregoing.

## **Prohibited Use**

You are not authorized to use the Sites if you are under the age of 21.

You agree not to use the Sites or cause or permit the Sites to be used or provide any Company Data:

- i. so as to jeopardize or prejudice the operation, quality or integrity of the Site, or the operation, quality or integrity of any telecommunications network
- ii. to impersonate any other person or entity
- iii. which may be deemed in any way to be objectionable, inappropriate, false, misleading, offensive, indecent, defamatory, libelous, and /or infringing (allegedly or in-fact) upon the intellectual property, privacy and/or publicity rights of another party or violates or advocates the violation of any law or regulation
- iv. to distribute download, upload and/or transmit any Company Data (whether through text, video, picture, hyperlink or otherwise) that identifies another person without that person's permission or consent or without some other lawful basis for providing such information or that violates these Terms
- v. to distribute, download, upload or transmit any material or Company Data which contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs
- vi. for any commercial purpose including any direct marketing, surveys, contests or pyramid schemes,

- nor to use the Site to participate in or cause others to participate in sending chain letters, junk e-mail, spam, duplicative or unsolicited messages, advertising or promotional material or
- vii. contrary to the terms and conditions of any Internet Service Provider whose services you may use.

### **Intellectual Property**

Subject to these Terms, Workhuman grants you a non-exclusive, non-transferable, limited right to access and use the Site and the material displayed thereon. However, no right, title, or interest in any such materials will be granted or transferred to you as a result of any permitted use of such materials.

All materials incorporated in or accessible through the Site, including, without limitation, text, videos, photographs, images, graphics, illustrations, logos, button icons, audio clips, video clips, software, and other content, and the compilation, collection, arrangement, and assembly thereof (including the look and feel of the Site), are protected by United States, Irish and international copyright laws, and are owned, controlled or licensed by Workhuman, or by the original creators of such materials or their permitted licensors. Such materials may be used only for viewing the Site in the ordinary course. Any other use of such materials, including any copying, reproduction, modification, sale, distribution, extraction, re-utilization, transmission, republication, downloading, display, posting, performance, or other exploitation thereof by any means or medium without the prior written permission of the copyright owner is strictly prohibited.

Any registered trademark of Workhuman may not be used without prior written permission from Workhuman. In the event such permission is granted, Workhuman trademarks shall not be used in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Workhuman and shall be subject to any further restrictions as Workhuman deems appropriate in its sole discretion.

### **Links**

The Sites may contain links to third party websites. Workhuman is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk and in accordance with the prevailing terms and conditions of such third party sites.

### **Disclaimer of Warranties**

YOUR USE OF THE SITES AND PROVISION OF COMPANY DATA IS AT YOUR OWN RISK.

WORKHUMAN NOR ANY OF OUR AFFILIATES, LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT THAT THE SITE OR ANY FUNCTION CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WORKHUMAN DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS INCORPORATED IN THE SITE, OR ANY THIRD-PARTY SITE ACCESSED THROUGH THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH PRODUCT, OFFERING, CONTENT OR MATERIAL.

THE SITE MAY INCLUDE TECHNICAL INACCURACIES AND/OR ERRORS. WORKHUMAN MAY MAKE CHANGES OR IMPROVEMENTS THERETO AT ANY TIME WITHOUT NOTICE. THIS SITE IS PROVIDED BY WORKHUMAN ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WORKHUMAN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPATABILITY, SECURITY, ACCURACY OR

INFRINGEMENT, AND ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, QUALITY, PERFORMANCE OR SUITABILITY OF THE SITE.

THESE DISCLAIMERS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

### **Indemnification**

Company shall defend (at Workhuman's option and at your sole expense), indemnify, and hold Workhuman harmless from any damages, losses, costs, or expenses, including reasonable attorneys' fees, which Workhuman may incur as a result of Company's use of or access to the Sites including but not limited to in connection with: (i) any Company Data or (ii) Company's breach of these Terms.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT (TO THE FULLEST EXTENT PERMITTED BY LAW) WE AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) RELATED TO THE SITES INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM:

- i. THE USE OR THE INABILITY TO USE THE SITE
- ii. TERMINATION OF THE CERTIFICATION PROGRAM
- iii. REVOCATION OF YOUR CERTIFICATION
- iv. THE USE OF ANY CONTENT OR OTHER MATERIAL ON THE SITE OR ANY WEBSITE OR WEBSITES LINKED TO THE SITE
- v. UNAUTHORISED ACCESS TO, ALTERATIONS, LOSS OR DAMAGE TO YOUR DATA OR COMPANY DATA
- vi. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR WEBSITE ANY PRODUCTS OR SERVICES OF WORKHUMAN OR
- vii. ANY OTHER MATTER RELATING TO THE SITES

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITES, WITH ANY OF THESE TERMS OR THE CERTIFICATION PROGRAM, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THE SITES.

### **Governing Law and Jurisdiction**

These Terms shall be construed under the laws of the Commonwealth of Massachusetts and you hereby submit to the exclusive jurisdiction of the courts in the Commonwealth of Massachusetts in respect of any dispute or matter arising out of or connected with this Terms.

### **Entire Agreement**

These Terms (including the Privacy Policy, Cookie Policy, or other terms that Workhuman might publish on the Site from time to time) constitute the entire agreement between Workhuman and you with respect to your access to and use of the Site and any third-party site accessed through the Site. If any provision in these Terms is deemed to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

### **Contacting Us**

If for any reason you wish to contact us, we can be reached  
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19 Beckett Way,  
Park West Business  
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Ireland  
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