Terms and Conditions

This document sets out the Terms and Conditions ("Terms") on which Workable Software Limited (Company No. 08125470) of 5 Golden Square, 5th Floor, London, W1F 9BS ("Workable") provides to you ("You"), including without limitation persons looking for and applying to a job ("Candidates") published on the Website ("Job Opening") by a company looking to hire Candidates ("Employer") and the registered users of the Workable Job board ("Users") access to the Workable Job Board ("Job Board") and applications ("Services") through the www.jobs.workable.com website ("Website").

Please read these Terms very carefully before using the Website and the Services. You acknowledge that by using the Services or by creating an account on the Job Board ("Account") You agree that you will be bound by these terms.

These Terms constitute a binding Agreement between You and Workable ("Agreement"). 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) Eligibility

You must be at least 18 years old, or the age of majority defined in Your country to create an Account and use the Job Board. If you are not eligible to create an account and use the Job Board, according to this clause, You must use the Website under the supervision of the holder of parental responsibility over You.

2) Job Applications in general

2.1 You can easily use the Job Board without creating any Account. You can search or identify job opportunities and apply by submitting Your personal information, education, experience and attach your Resume and a Cover Letter directly to any job Opening that is of interest to You.

2.2 In any such case you apply directly to the job Opening and You provide your personal information to the Employer. Workable does not have any control over the use of that information by the Employer You have applied to. For any questions and concerns in regard to the use of your information and Your
application or if you would like to exercise any of your rights in regards to your personal information, you are advised to make a request directly to the Employer.

3) Using the Job board by creating an Account

3.1 You have the option to use the Job Board by creating an Account and receive a personalized experience by Workable. In order to create an Account, you need to register your full name, and your email address on the Website.

3.2 You are solely responsible for any and all use of your Account. You must keep Your credentials secure and ensure that they are not used without your permission. You must immediately notify Workable if You have reason to believe that there has been unauthorized use or access to your Account on the Website.

3.3 After your Account is open you have the option to create a profile (“Profile”) and either manually insert your personal information, or use your Resume to “autofill” your Profile, which will in any case extract the relevant details to be entered in your Profile.

3.4 Your Profile at the Job board may include without limitation your first name, last name, phone number (with the notification that it will be used for electronic communication), Resume, Profile picture, Address, Headline, Summary, Education & work experience or any other information, materials or data You decide to post online (“Content”).

3.5 You are strongly advised to refrain from including any sensitive personal data (e.g National Insurance number, ID number, credit card number etc.) in a Resume shared with Workable. In any such case, Workable has no responsibility over the data You have decided to provide.

3.6 You have the option to use Your Gmail or LinkedIn account in order to register or to login in Your Account.

3.7 Through Your Account You will be able to review also the details of your past job applications.

3.8 Your Profile on the Job Board will let You autofill and/or pre-fill your details every time You apply to open jobs, allowing you to apply with one-click application.

3.9 After creating your Profile, every time You apply to a job Opening You authorize Workable to share your personal information including your Resume with the Employer posted the job Opening.

3.10 You should keep your Profile updated at all times, ensuring that all Your personal details, work experience, education, and Resume are up to date. Workable is not responsible and does not guarantee accuracy and completion of Your Profile.
4) Prohibitions on use

4.1 While using the Services You agree not to:

- Impersonate another person, their email address and personal information;
- 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;
  - exploit people under the age of 18 in a sexual, violent or other manner;
  - 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;
  - promote or contain information in your Profile and Resume that you know or believe to be inaccurate, confidential, false or misleading;

4.2 By using the Services, You acknowledge that Workable is not responsible for Employers actions including Employer’s job application content and process, messages, assessments or their format or method of delivery.

5) Job Advertisements

As a result of Your Profile creation, Workable will be able to recommend to You jobs that are a match to Your profile, interests, skills, location and personalize Your experience on the Job Board (by showing related companies, better job suggestions, etc.) You can manually opt in, via your Account to receive job recommendations via email. You can manage your preferences at any time via your Account settings.

6) Make your Profile Available

6.1 By creating an Account, Workable by default will make your Profile available to Workable’s Customers looking to hire candidates (“Third Parties”) with similar experience, skills, as You.

6.2 By making your Profile available to Third Parties, you are requesting and authorizing Workable to make your Profile including your Resume available to be searched, viewed and used by any such Third Parties, via using Workable’s technology.
6.3 If you don’t want Workable to make your Profile available to any Third Parties, other than the Employer you have directly applied to, You can easily adjust your preferences via the settings on your Account. This will not affect in any way your previous applications or any communication you had with Employers you applied to.

7) Use of your data

7.1 For the Users of the Job Board, Workable processes and stores the personal data (as such term is defined in the Data Protection Laws) of the Account, which it collects as a data Controller, in the course of providing access to the Job Board and providing the Services. Where data is processed by Workable as a data Controller, such processing is carried out in accordance with Workable’s Privacy Policy available on the Website.

7.2 When You apply for a job, the Employer is responsible for the processing of your personal data, which it collects as a data Controller. In any such case, Workable is acting as a data Processor, under the Employer’s instructions. Employer’s privacy policy is applicable to You.

7.3 Workable does not have any control over the use of your personal data by the Employer you have applied to or any Third Party. For any questions and concerns in regard to the use of Your personal data or if you would like to exercise any of your rights in regards to your personal data, You are advised to make a request directly to the Employer.

8) Interruptions and Omissions in Service

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.

9) Removal of Content

Workable reserves the right to conduct verification and security procedures in respect of all information provided by You. If Workable has reason to believe that any information provided by You, including your Content, 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 refuse to publish such Content, or delete or edit such Content.

10) Liability of Workable
10.1 In no event shall Workable including its respective agents, sub-contractors or representatives) be liable to You for any damages, any indirect or consequential loss which are losses incurred as a side effect of the main loss or damage, including without limitation loss of profits, loss of data, loss of reputation, loss of opportunity and any other loss arising out from your use of the the Job Board, even if we have been advised of the possibility of such damages.

10.2 To the extent permitted by law, Workable expressly excludes all conditions, warranties and other terms whether expressed or which might otherwise be implied by statute or common law;

10.3 Workable assumes no responsibility, and disclaims all liability for the content, accuracy, completeness, legality, or availability of any job posting, career page, job solicitation, resume information, or any communication you send or receive through the Website.

10.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED, AND TO THE EXTENT PERMITTED BY LAW, 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, REGARDLESS OF THE CAUSE OF ACTION (INCLUDING NEGLIGENCE), WILL NOT EXCEED THE AMOUNT OF ONE HUNDRED U.S DOLLARS ($100).

11) Indemnity

You agree to defend, indemnify, and hold Workable, its affiliates, and their respective officers, directors, employees and agents, from and against any loss, liability, claims, actions or demands, including without limitation reasonable attorneys’ fees and costs, made by any third party due to or otherwise arising from Your use of the Services and the Website, or arising from your breach of any provision of these Terms.

12) Termination and Deletion of the Account

12.1 These Terms are applicable to You for so long you are using the Website and the Services, or in case you are a User, as long as you keep your Account active. You can delete your Account at any time, through your Account settings.

12.2 If you decide to delete your Account all your Account data including information about your past job applications through the Job Board, saved jobs etc, will be lost.

12.3 Workable has no liability to You for any suspension or termination of your Account or any loss of information because of the deletion of your Account.

12.3 Workable reserves the right to keep any Account information required to comply with any legal and
12.4 Workable does not control how the Employer or any other Third Parties process and store your personal data. You are advised to reach out to the Employer directly if you require your data to be deleted also from the Employer.

12.5 Workable shall be entitled to suspend and/or terminate your access and use of the Job Board if:

- Workable’s network providers and suppliers cease providing Workable with the services;
- Workable believes that any applicable law has rendered any part of the services unlawful;
- Workable has reason to believe that You breached these Terms.

13) Warranties

13.1 Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

13.2 You represent and warrant that i) your use of the Services and or the Website, including the submission of any information provided by You and Your Content comply with all applicable laws and legislations and ii) You are solely responsible for anything posted through your Profile at Workable iii) You are the sole owner of Your Content and any information provided by You.

13.3 THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. 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.

14) Intellectual Property

14.1 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 You any of the Software and the Website and all rights, title and interest in and to the Software and the Website will remain exclusively with Workable and/or Workable’s licensors.

14.2 Workable grants You a limited, non-exclusive right to access and use the Website and the Services,
only for the purpose of looking for a job and applying to job Openings published on the Website in accordance with these Terms. All rights in and to the Software and the Website not expressly granted to You are reserved by Workable and the relevant third party licensors.

14.3 You agree not to upload data in your Account or use the Website and the Services in a manner that infringes the intellectual property rights of others and /or any third parties. If Workable becomes aware of such use of the Website and the Services, it reserves the right to cease your Account and immediately, without notice, terminate your use of the Job Board.

15) Links to other sites

The Website may include links to third party Sites, such as Employer sites, recruiting platforms, generally application tracking platforms, etc. Workable is not responsible or liable for the Content and activities of those sites. If you get redirected to third party Sites, their own Terms of Use apply. You agree that, should you decide to access those Sites, you do so at your own risk.

16) Changes to the Terms

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 Your rights and obligations. Any changes Workable may make to this document in the future will be notified and made available to You, via the Website.

17) Miscellaneous;

For any questions in regard to these Terms or the use of the Services you can contact Workable at support@workable.com.

18) Governing Law

These Terms shall be governed by and construed in accordance with English law and any and all claims, disputes or legal proceedings arising under these Terms shall be subject to the exclusive jurisdiction of English courts.