

TERMS OF SERVICE

www.collabworkx.com

Effective date: 1st July 2023

1. Introduction

Welcome to www.collabworkx.com (“Site” or “Website”).

This website is owned and operated by CollabWorkx LLC from the United States. Throughout the Site, the terms “we”, “us”, “platform”, “CollabWorkx” and “our” refer to CollabWorkx LLC. We offer this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site and/or when using any of our feature, you (“User”) engage in our “Service” and agree to be bound by the following terms of service (“Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, and/or contributors of content.

PLEASE READ THE FOLLOWING TERMS AND DISCLAIMERS CAREFULLY BEFORE USING THE SERVICES. IF YOU DO NOT AGREE WITH THESE TERMS, OUR PRIVACY POLICY, OR ANY OTHER OF OUR POLICY, YOU SHOULD NOT USE THE SERVICES.

2. CollabWorkx – Our Service

- **Our Service.** Welcome to CollabWorkx. Streamline Communication, Video Conference, Project Manager, Calendar, Cloud Suite, Channels, Collaborate, tools, etc. To find out more information about what we do, please refer to our website..
- **Sole discretion.** We reserve the right to add/discontinue any product or service anytime at our sole discretion.
- **No Contingency on Future Releases and Improvements.** You hereby acknowledge that your purchase of the Service and/or Third Party Services hereunder are not contingent on the delivery by us of any future release of any functionality or feature, including without limitation, the continuance of: (i) a certain Service beyond its current Subscription Term; or (ii) Third Party Services, or dependent on any public comments we make, orally or in writing, regarding any future functionality or feature.

3. Eligibility

The use of CollabWorkx is strictly limited to parties who can lawfully enter into and form contracts on the Internet. If you, access and use the Sites and/or the Service, you represent and warrant that you are at least 16 years old. The Sites and/or Service are only intended for individuals aged sixteen (16) years or older.

4. Permitted use

You agree to use the Site and the Services only for purposes that are permitted by these Terms and in compliance with all applicable laws, regulations, and generally accepted practices or guidelines in the relevant jurisdictions. You may only use the Site and Services for your non-commercial, non-exclusive, non-assignable, non-transferable, and limited personal use, and no other purposes.

You will not (and will not attempt to):

- a. Access any of the Services by any means other than through the interface that is provided by CollabWorkx;
- b. Gain unauthorised access to CollabWorkx's computer system or engage in any activity that interferes with the performance of, or impairs the functionality or security of the Site, the Services, CollabWorkx's networks, and computer systems;
- c. Access any of the Site or the Services through any automated means or with any automated features or devices (including use of scripts or web crawlers);
- d. Access or collect any personally identifiable information, including any names, email addresses or other such information for any purpose, including, without limitation, commercial purposes;
- e. Reproduce, duplicate, copy, sell, trade, or resell any aspect of the Site or the Services for any purpose; and
- f. Reproduce, duplicate, copy, sell, trade or resell any products or services bearing any trademark, service mark, trade name, logo or service mark owned by CollabWorkx in a way that is likely or intended to confuse the owner or authorized user of such marks, names or logos.

5. Limited License and Site Access; Acceptable Use

You may not: (a) resell or make any commercial use of this Site or any of the contents of this Site; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert any of the contents of this Site not intended to be so read; (c) copy, imitate, mirror, reproduce, distribute, publish, download, display, perform, post or transmit any of the contents of this Site in any form or by any means; or (d) use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods on the contents of the Site or to collect any information from the Site or any other user of the Site.

You use this Site at your own risk. You agree that you will be personally responsible for your use of this Site and all of your communication and activity on this Site. If we determine, in our sole discretion, that you engaged in prohibited activities, were not respectful of other users, or otherwise violated the Terms and Conditions, we may deny you access to this Site on a temporary or permanent basis and any decision to do so is final.

6. Accounts, Registrations, and Administration

If you use this Site and such use requires setting up an account and/or password(s), you are solely responsible for maintaining the confidentiality of your account and password(s) and for restricting access to your computer. If you open an account, register, or otherwise provide us with any information, you agree to provide us with current, complete, and accurate information as requested by any forms. CollabWorkx is not responsible for any errors or delays in responding to any inquiry or request caused by any outdated or incorrect information provided by you or any technical problems beyond the control of CollabWorkx.

You acknowledge and agree that any login, identifier, or password issued in connection with this Site (each a "Password") is confidential information and must be kept secure. You may not disclose such a Password to another person or entity or permit another entity to access the Site using such a Password. You must notify CollabWorkx immediately of any breach of security or unauthorized use of your account. CollabWorkx cannot be responsible and disclaims all liability in connection with, the use of any information that you post or display on this Site.

7. Public User Submissions.

Public User Submissions. The Sites may have certain features that allow you to submit comments, information, and other materials publicly (collectively, "**Public User Submissions**") and share such Public User Submissions with other Users, or the public. By submitting Public User Submissions

through the Sites, you grant us a license to access, use, copy, reproduce, process, adapt, publish, transmit, host, and display that Public User Submissions for any purpose, business, including without limitation, for publicizing and promoting Collabworkx, the Service and/or the Sites and for any other lawful purpose, in any media format (e.g. in-print, websites, electronically, broadcast), and you hereby waive, or to the extent legally prohibited, assign to Collabworkx, any moral rights in your Public User Submissions.

Responsibility for Public User Submissions. You acknowledge and agree that: (i) you have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any Public User Submissions that you submit, post or display on or through the Service; (ii) we do not control, and are not responsible for, other content and/or submissions, posted on our Sites and/or Service by others; (iii) by using the Service and/or Sites, you may be exposed to content and/or submissions by other users or site visitors that is offensive, indecent, inaccurate, misleading, or otherwise unlawful.

8. Intellectual Property Rights; License.

Our Intellectual Property. The Service and Sites, inclusive of materials, such as software, application programming interface, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and services marks (excluding Customer Data), any and all related or underlying technology and any modifications, enhancements or derivative works of the foregoing (collectively, “**Collabworkx Materials**”), are the property of Collabworkx and its licensors, and may be protected by applicable copyright or other intellectual property laws and treaties. As between you and Collabworkx, Collabworkx retains all right, title and interest, including all intellectual property rights, in and to the Collabworkx Materials.

Customer Reference. Customer acknowledges and accepts that Collabworkx has the right to use Customer’s name and logo to identify Customer as a customer of Collabworkx or User of the Service, on Collabworkx’s website, marketing materials or otherwise by public announcements. Customer may revoke such right, at any time, by contacting support@Collabworkx.com

Your Access and Use Rights. Subject to the terms and conditions of these Terms, and your compliance thereof we grant you a limited, worldwide, non-exclusive, non-transferable right to access and use the Service and Sites, during the applicable Subscription Term, solely for Customer’s internal purposes.

Use Restrictions. Except as expressly permitted in these Terms, you may not, and shall not allow an Authorized User or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, resell, display, transmit, broadcast, transfer or distribute any portion of the Service or the Sites to any third party, including, but not limited to your affiliates, or use the Service in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Sites or Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service or Sites; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the Service or Sites, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Service or Sites, or any part thereof; (v) take any action that imposes or may impose (at Collabworkx's sole discretion) an unreasonable or disproportionately large load on the Collabworkx infrastructure or infrastructure which supports the Sites or Service; (vi) interfere or attempt to interfere with the integrity

or proper working of the Service or Sites, or any related activities; (vii) remove, deface, obscure, or alter Collabworkx's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service or Sites, or use or display logos of the Service or Sites without Collabworkx's prior written approval; (viii) use the Service or Sites for competitive purposes, including to develop or enhance a competing service or product; or (ix) encourage or assist any third party (including other Authorized Users) to do any of the foregoing.

Feedback. As a User of the Service and/or Sites, you may provide suggestions, comments, feature requests or other feedback to any of Collabworkx Materials, the Collabworkx Service, the API (in case you are the Admin) and/or the Sites ("**Feedback**"). Such Feedback is deemed an integral part of Collabworkx Materials, and as such, it is the sole property of Collabworkx without restrictions or limitations on use of any kind. Collabworkx may either implement or reject such Feedback, without any restriction or obligation of any kind. You (i) represent and warrant that such Feedback is accurate, complete, and does not infringe on any third party rights; (ii) irrevocably assign to Collabworkx any right, title and interest you may have in such Feedback; and (iii) explicitly and irrevocably waive any and all claims relating to any past, present or future moral rights, artists' rights, or any other similar rights, worldwide, in or to such Feedback.

API Use. We may offer an application programming interface that provides additional ways to access and use the Service ("**API**"). Such API is considered a part of the Service, and its use is subject to all these Terms. In order to create interoperability and integration between the Service and other products, services or systems you and/or Customer use internally. When using the API you should follow our relevant developer guidelines. We reserve the right at any time to modify or discontinue, temporarily or permanently, your and/or Customer's access to the API (or any part of it) with or without notice. The API is subject to changes and modifications, and you are solely responsible to ensure that your use of the API is compatible with the current version.

9. **Privacy and Security.**

Security. Collabworkx implements reasonable security measures and procedures to assist in protecting your Customer Data. You can learn more on our security at collabworkx.com.

Privacy Policy. As a part of accessing or using the Service and the Sites, we may collect, access, use and share certain Personal Data (as defined in the Privacy Policy) from, and/or about, you. Please read our Privacy Policy, which is incorporated herein by reference, for a description of such data collection and use practices.

Data Processing Agreement ("**DPA**"). By using the Service, Customer also accepts our Data Processing Agreement, which governs the Processing of Personal Data (as both terms are defined in the DPA) on Customer's behalf, where such Personal Data is subject to the General Data Protection Regulation 2016/679 (the "**GDPR**").

Anonymous Information. Notwithstanding any other provision of these Terms, we may collect, use and publish Anonymous Information (defined below) relating to your use of the Service and/or Sites, and disclose it for the purpose of providing, improving and publicizing our products and services, including the Sites and Service, and for other business purposes. "**Anonymous Information**" means information which does not enable identification of an individual, such as aggregated and analytics information. Collabworkx owns all Anonymous Information collected or obtained by Collabworkx.

10. Third Party Services; Links.

Third Party Services. The Service enables you to engage and procure certain third party services, products, apps and tools in connection with the Service, including, without limitation, third party applications and widgets offered via our integrations offering or which you decide to connect through our API, as part of the Service (collectively, “**Third Party Services**”).

Independent Relationship. You acknowledge and agree that regardless of the manner in which such Third Party Services may be offered to you, we merely act as an intermediary platform between you and such Third Party Services, and we do not, in any way, endorse any such Third Party Services, or shall be in any way responsible or liable with respect to any such Third Party Services. Your relationship with such Third Party Services and any terms governing your payment for, and use of, such Third Party Services, including without limitation, the collection, processing and use of your data by such Third Party Services, are subject to a separate contractual arrangement between you and the provider of a Third Party Service (the “**Third Party Agreement**”). We are not a party to, or responsible, in any manner, for the compliance by you or by the provider of the Third Party Service with the Third Party Agreement.

Integration with a Third Party Service and your Customer Data. Through the Service you and any other Authorized User within the Account, may enable an integration of your Account, including, boards within your Account (or a portion thereof), with Third Party Services, which will allow an exchange, transmission, modification or removal of data between us and the Third Party Service, including without limitation, the Customer Data, the scope of which is determined by the applicable actions set by such integration. You hereby acknowledge that any access, collection, transmission, processing, storage or any other use of data, including the Customer Data, by a Third Party Service, is governed by the Third Party Agreement, including any applicable privacy policy, and Collabworkx is not responsible for any access, collection, transmission, processing, storage or any other use of data, including the Customer Data, by the Third Party Service or for such Third Party Service privacy and security actions, inactions or general practices. By integrating and/or using the Third Party Services, you acknowledge and agree that: (a) you are solely responsible for your compliance with applicable privacy restrictions, laws and regulations, including your use of the Third Party Service and other data activities you may conduct or may permit third parties, including the Third Party Service, to conduct; (b) the activities and use of the data by you and any other Users within the Account, may result in a modification and/or removal of data, either in the Account (i.e. Customer Data) and in the integrated Third Party Service. We shall have no obligation of any kind, for any such modification and/or removal of data, either in the Account with us and/or the integrated Third Party Service.

Use Conditions and Limitations. Both Collabworkx and a Third Party Service may impose, each at its sole discretion, additional conditions or limitations on your access and use of certain Third Party Services, including without limitation, imposing a limited quota on the number of actions or other uses (as the case may be). Such additional conditions or limitations shall be indicated wherever relevant within the Service or the Third Party Service or otherwise notified to you or to any other relevant User of the Account.

Payment for Third Party Services. Third Party Services may be offered free of charge or for a certain fee, either charged directly by the Third Party Service or by Collabworkx. Wherever the Third Party Service requires a payment, it shall be indicated next to the offering of the Third Party Service, unless such price is included within the Subscription Plan (as defined below) for the Service. Whenever Collabworkx charges Customer on behalf of itself and not as an agent on behalf of the Third Party Service, the payment terms, including the payment of fees, renewal and refund policy, are governed by these terms herein. Whenever Collabworkx charges Customer on behalf of the Third Party Services, then Customer acknowledges that Collabworkx serves only as an intermediary role in facilitating or collecting the applicable fees and taxes from Customer, for the Third Party Service, thus all payment related issues, including the payment of fees, renewal and refund policy, are governed by the Third Party Agreement.

Change of Fees. Customer acknowledges that Collabworkx and any Third Party Service, may change the fees for the Third Party Service from time to time, including imposing a new charge on a Third Party Service that was provided for free.

Discontinuation of a Third Party Service. Each of Collabworkx and the Third Party Service reserves the right to discontinue the use or suspend the availability of any Third Party Service, for any reason and with no obligation to provide any explanation or notice. Such discontinuation may result in the inability to utilize certain features and actions of the Third Party Service along with our Service.

Links. The Sites, Service and/or any Third Party Services may contain links to third party websites that are not owned or controlled by us (the “**Links**”). You acknowledge that we have no control over, and assume no responsibility for the content, privacy policies, or practices of, any third party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third-party website; and (ii) expressly release us from any and all liability arising from your, and in case of a Customer, all Users’, use of any third party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third party website that you may choose to visit.

11. Limitations of Liability

COLLABWORKX BEARS NO RESPONSIBILITY AND/OR LIABILITY FOR ANY LINKS OR THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION, SUCH THIRD PARTY SERVICE’S OPERABILITY OR INTEROPERABILITY WITH OUR SERVICE, SECURITY, ACCURACY, RELIABILITY, DATA PROTECTION AND PROCESSING PRACTICES AND THE QUALITY OF ITS OFFERINGS, AS WELL AS ANY ACTS OR OMISSIONS BY THIRD PARTIES. BY ACCESSING AND/OR USING THE THIRD PARTY SERVICES, YOU ACKNOWLEDGE THAT YOUR ACCESS AND USE OF THE THIRD PARTY SERVICES ARE AT YOUR SOLE DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ENSURING SUCH THIRD PARTY SERVICE’S OPERATION AND PRACTICES AND ITS RESPECTIVE THIRD PARTY AGREEMENT, MEET YOUR NEEDS.

12. Subscription Term, Renewal and Fees Payment.

Subscription Term. The Service is provided on a subscription basis on a monthly or annual plan under the respective subscription plan. (the “**Subscription Term**” and the “**Subscription Plan**”, respectively, and collectively the “**Subscription**”).

Subscription Fees. In consideration for the provision of the Service (except for Trial Service), Customer shall pay us the applicable fees per the purchased Subscription, (the “**Subscription Fees**”). Unless indicated otherwise, Subscription Fees are stated in US dollars. Customer hereby authorizes us, either directly or through our payment processing service, to charge such Subscription Fees via Customer’s selected payment method, upon due date. Unless expressly set forth herein, the Subscription Fees are non-cancelable and non-refundable. We reserve the right to change the Subscription Fees at any time, upon notice to Customer if such change may affect Customer’s existing subscriptions upon renewal. In the event of failure to collect the Fees owed by Customer, we may, at our sole discretion (but shall not be obligated to) retry to collect at a later time, and/or suspend or cancel the Account, without notice.

Taxes. The Subscription Fees are exclusive of any and all taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), levies, or duties, which may be imposed in respect of these Terms and the purchase or sale, of the Service hereunder (the “**Taxes**”), except for Taxes imposed on our income. If Customer is located in a jurisdiction which requires Customer to deduct or withhold Taxes or other amounts from any amounts due to us, please notify us, in writing, promptly and we shall join efforts to avoid any such Tax withholding, provided, however, that in any case, Customer shall bear the sole responsibility and liability to pay

such Tax and such Tax should be deemed as being added on top of the Subscription Fees, payable by Customer.

Subscription Upgrade. During the Subscription Term, Customer may upgrade its Subscription Plan by either: (i) adding Authorized Users; (ii) upgrading to a higher type of Subscription Plan; (iii) adding add-on features and functionalities; and/or (iv) upgrading to a longer Subscription Term (collectively, “**Subscription Upgrades**”). Some Subscription Upgrades or other changes may be considered as a new purchase, hence will restart the Subscription Term and some won't, as indicated within the Service agreement. Upon a Subscription Upgrade, Customer will be billed for the applicable increased amount of Subscription Fees), either: (1) prorated for the remainder of the then-current Subscription Term, or (2) whenever the Subscription Term is being restarted due to the Subscription Upgrade, then the Subscription Fees already paid by Customer will be reduced from the new upgraded Subscription Fees, and the difference shall be due and payable by Customer upon the date on which the Subscription Upgrade was made.

Excessive Usage. We shall have the right, including without limitation where we, at our sole discretion, believe that Customer and/or any of its Users, have misused the Service or otherwise use the Service in an excessive manner compared to the anticipated standard use (at our sole discretion), to offer the Subscription in different pricing and/or impose additional restrictions as for the upload, storage, download and use of the Service, including, without limitation, restrictions on Third Party Services, network traffic and bandwidth, size and/or length of content, quality and/or format of content, sources of content, volume of download time, etc.

Billing. As part of registering, or submitting billing information, to the Service, Customer agrees to provide us with updated, accurate and complete billing information, and Customer authorizes us (either directly or through our affiliates, subsidiaries or other third parties) to charge, request and collect payment (or otherwise charge, refund or take any other billing actions) from Customer's payment method or designated banking account, and to make any inquiries that we may consider necessary to validate Customer's designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from Customer's credit card company or banking account (e.g., updated expiry date or card number as may be provided to us by Customer's credit card company).

Subscription Auto-Renewal. In order to ensure that Customer will not experience any interruption or loss of services, Customer's Subscription includes an automatic renewal option by default, according to which, unless Customer disables the auto-renewal option or cancels its Subscription prior to its expiration, the Subscription will automatically renew upon the end of the then applicable Subscription Term, for a renewal period equal in time to the original Subscription Term (excluding extended periods) and, unless otherwise notified to Customer, at the same price (subject to applicable Tax changes and excluding any discount or other promotional offer provided for the first Subscription Term). Accordingly, unless either Customer or us cancel the Subscription prior to its expiration, we will attempt to automatically charge Customer the applicable Subscription Fees upon or immediately prior to the expiration of the then applicable Subscription Term. If Customer wishes to avoid such auto-renewal, Customer shall cancel its Subscription (or disable the auto-renewal option), prior to its expiration, at any time through the Account settings or by contacting our Customer Success team. Except as expressly set forth in these Terms, in case a Customer cancels its Subscription, during a Subscription Term, the Subscription will not renew for an additional period, but Customer will not be refunded or credited for any unused period within the Subscription Term.

Discounts and Promotions. Unless expressly stated otherwise in a separate legally binding agreement, if Customer received a special discount or other promotional offer, Customer acknowledges that upon renewal of its Subscription, Collabworkx will renew such Subscription, at the full applicable Subscription Fee at the time of renewal.

Credits. Any credits that may accrue to Customer's Account, for any reason (the “**Credits**”), will expire and be of no further force and effect, upon the earlier of: (i) the expiration or termination of the applicable Subscription under the Account for which such Credits were given; or (ii) in case

such Credits accrued for an Account with a Trial Subscription (as defined below) that was not upgraded to a Subscription Plan, then upon the lapse of 90 days of such Credits' accrual. Unless specifically indicated otherwise, Credits may be used to pay for the Services only and not for any Third Party Service or other payment of whatsoever kind. Whenever fees are due for any Services, accrued Credits will be first reduced against the Subscription Fees and the remainder will be charged from Customer's respective payment method. Credits shall have no monetary value (except for the purchase of Services under the limited terms specified herein) nor exchange value, and will not be transferable or refundable.

13. Refund Policy; Chargeback.

Refund Policy. Customers can downgrade services anytime within the service month. The Refund is prorated and applicable to the new billing cycle as credits. Credits have no currency or exchange value, are non-transferable and non-refundable and will expire following the termination of your paid CollabWorkx Space.

To the extent permitted by law, if we find that a notice of cancellation has been given in bad faith or in an illegitimate attempt to avoid payment for Services actually received and enjoyed, we reserve our right to reject Customer's request.

Chargeback. If, at any time, we record a decline, chargeback or other rejection of a charge of any due and payable Subscription Fees on Customer's Account ("**Chargeback**"), this will be considered as a breach of Customer's payment obligations hereunder, and Customer's use of the Service may be disabled or terminated and such use of the Service will not resume until Customer re-subscribes for any such Service, and pay any applicable Subscription Fees in full, including any fees and expenses incurred by us and/or any Third Party Service for each Chargeback received (including handling and processing charges and fees incurred by the payment processor), without derogating from any other remedy that may be applicable to us under these Terms or applicable law.

14. Term and Termination; Suspension.

Term. These Terms are in full force and effect, commencing upon the Effective Date, until the end of the Service underlying the Account, either paid or unpaid, unless terminated otherwise in accordance with these Terms.

Termination for Cause. Either Customer or us may terminate the Service and these Terms, upon written notice, in case that (a) the other party is in material breach of these Terms and to the extent, curable, fails to cure such breach, within a reasonable cure period, which shall not be less than 10 days following a written notice from by the non-breaching party; or (b) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 45 days.

Termination by Customer. Customer may terminate its Subscription to the Service by cancelling the Service and/or deleting the Account, whereby such termination shall not derogate from Customer's obligation to pay applicable Subscription Fees except where such termination is made within the Refund Period. Unless mutually agreed otherwise by Customer and us in 00-

written instrument, the effective date of such termination will take effect at the end of the then-current Subscription Term, and Customer's obligation to pay the Subscription Fees throughout the end of such Subscription Term shall remain in full force and effect, and Customer shall not be entitled to a refund for any pre-paid Subscription Fees.

Effect of Termination of Service. Upon termination or expiration of these Terms, Customer's Subscription and all rights granted to you hereunder shall terminate, and we may change the Account's web address. It is Customer's sole liability to export the Customer Data prior to such termination or expiration. In the event that Customer did not delete the Customer Data from the Account, we may continue to store and host it until either Customer or we, at our sole discretion, delete such Customer Data, and during such period, Customer shall still be able to make a limited use of the Service in order to export the Customer Data (the "**Read-Only Mode**"), but note that we are not under any obligation to maintain the Read-Only Mode period, hence such period may be terminated by us, at any time, with or without notice to Customer, and subsequently, the Customer Data will be deleted. Customer acknowledges the foregoing and its sole responsibility to export and/or delete the Customer Data prior to the termination or expiration of these Terms, and therefore we shall not have any liability either to Customer, nor to any User or third party, in connection thereto. Unless expressly indicated herein otherwise, the termination or expiration of these Terms shall not relieve Customer from its obligation to pay due Subscription Fees.

Suspension. Without derogating from our termination rights above, we may decide to temporarily suspend the Account and/or a User Profile (including any access thereto) and/or our Service, in the following events: (i) we believe, at our sole discretion, that you or any third party, are using the Service in a manner that may impose a security risk, may cause harm to us or any third party, and/or may raise any liability for us or any third party; (ii) we believe, at our sole discretion, that you or any third party, are using the Service in breach of these Terms or applicable Law; (iii) Customer's payment obligations, in accordance with these Terms, are or are likely to become, overdue; or (iv) Customer's or any of its Users' breach of the Acceptable Use Policy. The aforementioned suspension rights are in addition to any remedies that may be available to us in accordance with these Terms and/or applicable Law.

15. **Confidentiality.**

Confidential Information. In connection with these Terms and the Service (including the evaluation thereof), each party ("**Disclosing Party**") may disclose non-public business, product, technology and marketing information, including without limitation, customers lists and information, know-how, software and any other non-public information that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, whether disclosed prior or after the Effective Date (the "**Confidential Information**") to the other party ("**Receiving Party**"). For the avoidance of doubt, (i) Customer Data is regarded as Customer's Confidential Information, and (ii) our Site, Service, Trial Service and/or Pre-Released Services, inclusive of their underlying technology, and their respective performance information, as well as any data, reports and materials we provided to you in connection with your evaluation or use of the Service, are regarded as our Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation

owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without any use or reference to the Confidential Information.

Confidentiality Undertakings by the Receiving Party. The Receiving Party will (i) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates, service providers and agents, on a need to know basis and who are bound by confidentiality obligations at least as restrictive as those contained herein; and (ii) not use or disclose any Confidential Information to any third party, except as part of its performance under these Terms and as required to be disclosed to legal or financial advisors to the Receiving Party or in connection with a due diligence process that the Receiving Party is undergoing, provided that any such disclosure shall be governed by confidentiality obligations at least as restrictive as those contained herein.

Compelled Disclosure. Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body; provided, however, that to the extent legally permissible, the Receiving Party shall make best efforts to provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

16. Warranty Disclaimer.

NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SITES AND THE SERVICE ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND. WE AND OUR AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, THE THIRD PARTY SERVICE PROVIDERS, HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, WARRANTIES AND/OR REPRESENTATIONS OF MERCHANTABILITY, FUNCTIONALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY.

WE AND OUR VENDORS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION THAT THE SERVICE AND SITES, INCLUDING THE ACCESS THERETO AND USE THEREOF, WILL BE UNINTERRUPTED, TIMELY, SECURED, ERROR FREE, THAT DATA WON'T BE LOST, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES AND/OR SERVICE ARE FREE FROM VIRUSES OR OTHER HARMFUL CODE. WE AND OUR VENDORS FURTHER DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY DELAYS, FAILURES, INTERCEPTION, ALTERATION, LOSS, OR OTHER DAMAGES THAT YOU AND/OR YOUR DATA (INCLUDING CUSTOMER DATA) MAY SUFFER, THAT ARE BEYOND OUR CONTROL.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, WE DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION (I) THAT OUR SERVICE (OR ANY PORTION THEREOF) IS COMPLETE, ACCURATE, OF ANY CERTAIN QUALITY, RELIABLE, SUITABLE FOR, OR COMPATIBLE WITH, ANY OF YOUR CONTEMPLATED ACTIVITIES, DEVICES, OPERATING SYSTEMS, BROWSERS, SOFTWARE OR TOOLS (OR THAT IT WILL REMAIN AS SUCH AT ANY TIME), OR COMPLY WITH ANY LAWS APPLICABLE TO YOU; AND/OR (II) REGARDING ANY CONTENT, INFORMATION, REPORTS OR RESULTS THAT YOU OBTAIN THROUGH THE SERVICE AND/OR THE SITES.

17. Limitation of Liability.

NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

IN NO EVENT SHALL EITHER PARTY HERETO AND ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, THE THIRD PARTY SERVICE PROVIDERS), BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH THESE TERMS FOR (I) ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; (II) ANY LOSS OF PROFITS, COSTS, ANTICIPATED SAVINGS; (III) ANY LOSS OF, OR DAMAGE TO DATA, USE, BUSINESS, REPUTATION, REVENUE OR GOODWILL; AND/OR (IV) THE FAILURE OF SECURITY MEASURES AND PROTECTIONS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR THE INDEMNITY OBLIGATIONS OF EITHER PARTY UNDER (INDEMNIFICATION) HEREIN, YOUR PAYMENT OBLIGATIONS HEREUNDER OR BREACH OF OUR ACCEPTABLE USE POLICY BY EITHER YOU OR IN CASE OF A CUSTOMER, ANY OF THE USERS UNDERLYING ITS ACCOUNT, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY, ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, THE ITS THIRD-PARTY SERVICE PROVIDERS), UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS (INCLUDING THE SITES AND THE SERVICE), EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU (IF ANY) DURING THE 12 CONSECUTIVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

18. Specific Laws; Reasonable Allocation of Risks.

Specific Laws. Except as expressly stated in these Terms, we make no representations or warranties that your use of the Service is appropriate in your jurisdiction. Other than as indicated herein, you are responsible for your compliance with any local and/or specific applicable Laws, as applicable to your use of the Service.

Reasonable Allocation of Risks. You hereby acknowledge and confirm that the limitations of liability and warranty disclaimers contained in these Terms are agreed upon by you and us and we both find such limitations and allocation of risks to be commercially reasonable and suitable for our engagement hereunder, and both you and us have relied on these limitations and risk allocation in determining whether to enter these Terms.

19. Indemnification.

By Customer. Customer hereby agrees to indemnify, defend and hold harmless Collabworkx and its affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, liabilities, losses, reasonable expenses or costs (collectively, "**Losses**") incurred as a result of any third party claim arising from (i) Customer's and/or any of its Users', violation of these Terms or applicable Law; and/or (ii) Customer Data, including the use of Customer Data by Collabworkx and/or any of its subcontractors, infringes or violates, any third party's rights, including, without limitation, intellectual property, privacy and/or publicity rights.

By Collabworkx. Collabworkx hereby agrees to defend Customer, its affiliates, officers, directors, and employees, in and against any third party claim or demand against Customer, alleging that Customer's authorized use of the Service infringes or constitutes misappropriation of any third party's

copyright, trademark or registered US patent (the “**IP Claim**”), and we will indemnify Customer and hold Customer harmless against any damages and costs finally awarded on such IP Claim by a court of competent jurisdiction or agreed to via settlement we agreed upon, including reasonable attorneys’ fees. Collabworkx’s indemnity obligations under this shall not apply if: (i) the Service (or any portion thereof) was modified by Customer or any of its Users or any third party, but solely to the extent the IP Claim would have been avoided by not doing such modification; (ii) if the Service is used in combination with any other service, device, software or products, including, without limitation, Third Party Services, but solely to the extent that such IP Claim would have been avoided without such combination; and/or (iii) any IP Claim arising or related to, the Customer Data or to any events giving rise to Customer’s indemnity obligations under this above. Without derogating from the foregoing defense and indemnification obligation, if Collabworkx believes that the Service, or any part thereof, may so infringe, then Collabworkx may in its sole discretion: (i) obtain (at no additional cost to you) the right to continue to use the Service; (ii) replace or modify the allegedly infringing part of the Service so that it becomes non-infringing while giving substantially equivalent performance; or (iii) if Collabworkx determines that the foregoing remedies are not reasonably available, then Collabworkx may require that use of the (allegedly) infringing Service (or part thereof) shall cease and in such an event, Customer shall receive a prorated refund of any Subscription Fees paid for the unused portion of the Subscription Term. THIS STATES COLLABWORKX’S SOLE AND ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY, FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION BY COLLABWORKX AND/OR ITS SERVICE AND UNDERLYING TECHNOLOGY.

Indemnity Conditions. The defense and indemnification obligations of the indemnifying party under are subject to: (i) the indemnified party shall promptly provide a written notice of the claim for which an indemnification is being sought, provided that such indemnitee's failure to do so will not relieve the indemnifying party of its obligations under this except to the extent the indemnifying party’s defense is materially prejudiced thereby; (ii) the indemnifying party being given immediate and exclusive control over the defense and/or settlement of the claim, provided, however that the indemnifying party shall not enter into any compromise or settlement of any such claim that that requires any monetary obligation or admission of liability or any unreasonable responsibility or liability by an indemnitee without the prior written consent of the affected indemnitee, which shall not be unreasonably withheld or delayed; and (iii) the indemnified party providing reasonable cooperation and assistance, at the indemnifying party’s expense, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying party’s defense of, or response to, such claim.

20. Third Party Components within Our Service

Our Service includes third party codes and libraries that are subject to third party open source license terms (the “**Open Source Code**” and the “**Open Source Terms**”, respectively). Some of such Open Source Terms determine that to the extent applicable to the respective Open Source Code licensed thereunder, such terms prevail over any conflicting license terms, including these Terms. We use our best endeavors to identify such Open Source Code, within our Service, hence we encourage Customer to familiarize itself with such Open Source Terms. Note that we use best efforts to use only Open Source Codes that does not impose any obligation or affect the Customer Data or related intellectual property (beyond what is stated in the Open Source Terms and herein), on an ordinary use of our Service that does not involve any modification, distribution or independent use of such Open Source Code. Notwithstanding anything to the contrary, we make no warranty or indemnity hereunder with respect to any Open Source Codes.

21. Export Controls

The Service may be subject to Israeli, U.S. or foreign export controls, Laws and regulations (the “**Export Controls**”), and you acknowledge and confirm that: (i) you are not located or use, export, re-export or import the Service (or any portion thereof) in or to, any person, entity, organization, jurisdiction or

otherwise, in violation of the Export Controls; (ii) Customer is solely responsible for complying with applicable Export Controls which may impose additional restrictions, prohibitions or requirements on the use, export, re-export or import of the Services and/or the Customer Data; and (iii) Customer Data is not controlled under the U.S. International Traffic in Arms Regulations or similar Laws in other jurisdictions, or otherwise requires any special permission or license, in respect of its use, import, export or re-export hereunder.

19. Modifications.

Occasionally we may make changes to these Terms for valid reasons, such as adding new functions or features to the Service, technical adjustments, typos or error fixing, for legal or regulatory reasons or for any other reasons as we deem necessary, at our sole discretion. When we make material changes to these Terms, we'll provide Customer with notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Service or by sending Customer an email. Your continued use of the Service after the changes have been implemented will constitute your acceptance of the changes.

20. Government Use.

If Customer is part of a U.S. Government agency, department or otherwise, either federal, state or local (a "**Government Customer**"), then the terms shall apply to Customer. Government Customer's technical data and software rights related to the Service include only those rights customarily provided to the public as specified in these Terms. Government Customer hereby agrees that the Service qualifies as a "Commercial Computer Software" and "Commercial Computer Software Documentation", within the meaning of 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 to §227.7204. If a Government Customer has a need for rights not granted under the Terms, it must negotiate with us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement. Any unpublished-rights are reserved under applicable copyright laws. Any provisions contained in these Terms that contradict any Law applicable to a Government Customer, shall be limited solely to the extent permitted under such applicable Law.

21. Governing Law and Jurisdiction; Class Action Waiver and Mandatory Arbitration.

Governing Law; Jurisdiction. These Terms and any action related thereto will be governed and interpreted by and under the laws of the United States without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Courts of competent jurisdiction located in the US State where Collabworx is operating from, shall have the sole and exclusive jurisdiction and venue over all controversies and claims arising out of, or relating to, these Terms. You and us mutually agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. Notwithstanding the foregoing, Collabworkx reserves the right to seek injunctive relief in any court in any jurisdiction.

Class Action Waiver. WHERE PERMITTED UNDER APPLICABLE LAW, YOU AND COLLABWORKX AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Collabworkx mutually agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

Arbitration. To the extent permitted under applicable Law, you and Collabworkx hereby irrevocably agree to the following provisions:

Dispute resolution and Arbitration. Any dispute, claim, or controversy between you and us arising in connection with, or relating in any way to, these Terms (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination or expiration of these Terms) will be determined solely by mandatory binding arbitration. In arbitration there is no judge or jury and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of these Terms as a court would.

Exception. Notwithstanding above, you and Collabworkx both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to seek injunctive relief in a court of law. In addition to the above, notwithstanding above, Collabworkx may file a suit in a court of law against you to address intellectual property infringement claims.

Arbitration Process Rules. Either you or we may start arbitration proceedings. Any arbitration between you and us will be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the “**ICC**”) then in force (the “**ICC Rules**”) by one arbitrator appointed in accordance with the ICC Rules. The arbitration will take place in the US State mentioned in Governing Law, and shall be conducted in the English language and unless otherwise required by a mandatory law of any jurisdiction, the law to be applied in any arbitration shall be the law of the State of US where Collabworx is based in, without regard to choice or conflicts of law principles. The arbitration proceedings shall be conducted on an expedited basis and shall result in an award within no more than 60 days. The arbitration shall be conducted on a confidential basis. The award of the Arbitrator shall be final and binding on the parties. The arbitration award shall be enforceable in any court of competent jurisdiction. Any motion to enforce or vacate an arbitration award under this agreement shall be kept confidential to the maximum extent possible.

Special Statute of Limitation. Any arbitration must be commenced by filing a demand for arbitration within 2 years after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits such limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable Law.

Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail (“**Dispute Notice**”). The Dispute Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Dispute Notice is received, you or us may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or us shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Without derogating from the generality of the confidentiality protection under this above, all documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator’s decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable Law. Except as required to enforce the arbitrator’s decision and award, neither you nor us shall make any public announcement or public comment or originate any publicity concerning the arbitration, including, but not limited to, the fact that the parties are in dispute, the existence of the arbitration, or any decision or award of the arbitrator.

22. General Provisions.

Translated Versions. These Terms were written in English, and translated into other languages for your convenience. If a translated (non-English) version of these Terms conflicts in any way with their English version, the provisions of the English version shall prevail.

Force Majeure. Neither us nor you will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, interruption or failure of the Internet or any utility service, failures in third-party hosting services, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

Relationship of the Parties; No Third Party Beneficiaries. The parties are independent contractors. These Terms and the Service provided hereunder, do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to these Terms.

Notice. We shall use your contact details that we have in our records, in connection with providing you notices. Our contact details for any notices are detailed below. You acknowledge notices that we provide you, in connection with these Terms and/or as otherwise related to the Service, shall be provided as follows: via the Service, including by posting on our Sites or posting in your account, text, in-app notification, e-mail, phone or first class, airmail, or overnight courier. You further acknowledge that an electronic notification satisfies any applicable legal notification requirements, including that such notification will be in writing. Any notice to you will be deemed given upon the earlier of: (i) receipt; or (ii) 24 hours of delivery. Notices to us shall be provided to Collabworkx Ltd., attn: General Counsel, at legal@Collabworkx.com

Assignment. These Terms, and any and all rights and obligations hereunder, may not be transferred or assigned by you without our written approval, provided that you may assign these Terms to your successor entity or person, resulting from a merger, acquisition, or sale of all or substantially all of your assets or voting rights, except for an assignment to a competitor of Collabworkx, and provided that you provide us with prompt written notice of such assignment and the respective assignee agrees, in writing, to assume all of your obligations under these Terms. We may assign our rights and/or obligations hereunder and/or transfer ownership rights and title in the Service to a third party without your consent or prior notice to you. Subject to the foregoing conditions, these Terms shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns. Any assignment not authorized shall be null and void.

Severability. These Terms shall be enforced to the fullest extent permitted under applicable Law. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect.

No Waiver. No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right. No waiver under these Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

22. Monitoring Activity

CollabWorkx has no obligation to monitor this Site or any portion thereof. However, we reserve the right to review any posted content and remove, delete, redact or otherwise modify such content, in our sole discretion, at any time and from time to time, without notice or further obligation to you. CollabWorkx has no obligation to display or post any content. CollabWorkx, subject to the Privacy Policy reserves the right to disclose, at any time and from time to time, any information or posted the content that it deems necessary or appropriate, including without limitation to satisfy any applicable, law, regulation, contractual obligation, legal, dispute process, or governmental request.

23. Digital Millennium Copyright Act

CollabWorkx expects all users to respect the intellectual property rights of others. CollabWorkx may remove material that appears in its sole discretion to infringe upon the intellectual property rights of others and we will terminate the access rights of any repeat infringer. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may notify us at support@collabworkx.com. The notification must include the following information: physical or electronic signature of the owner or authorized agent of the owner of the allegedly infringed work; identification of the allegedly infringed work; identification of the material that is claimed to be infringing and reasonably sufficient information for CollabWorkx to locate the material; contact information of the notifying party, such as an address, telephone number, and email; a statement that the notifying party has a good faith belief that the use of the material in the manner complained of is not authorized by the owner of the allegedly infringed work, its agent or the law; and a statement, under penalty of perjury that the information in the notification is accurate and the notifying party is the owner or authorized agent of the allegedly infringed work.

24. Indemnification

You agree to indemnify and hold CollabWorkx and its subsidiaries, affiliates, officers, directors, agents, and employees, harmless from and against any suit, action, claim, demand, penalty or loss, including reasonable attorneys' fees, made by or resulting from any third party due to or arising out of your use of the Site, breach of the Terms and Conditions or the materials it incorporates by reference, or your violation of any law, regulation, order or other legal mandates, or the rights of a third party.

25. Children

If you use or engage with the website and are under 16 years of age, you must have your parent's or legal guardian's permission to do so. By using or engaging with the website, you also acknowledge and agree that you are permitted by your jurisdiction's applicable law to use and/or engage with the website.

26. Your Customer Data

- **Customer Data.**

Customer Data is any data, file attachments, text, images, reports, personal information, or any other content, that is uploaded or submitted, transmitted or otherwise made available, to or through the Service by you or any User and is processed by us on Customer's behalf (the "Customer Data"). For the avoidance of doubt, Anonymous Information is not regarded as Customer Data. Customer retains all right, title, interest and control, in and to the Customer Data, in the form submitted to the Service. Subject to these Terms, Customer grants us a worldwide, royalty-free, limited license to access, use, process, copy, distribute, perform, export, and display the Customer Data, and solely to the extent that reformatting Customer Data for display in the Service constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. The afore-mentioned license is hereby granted solely: (i) to maintain and provide you the Service; (ii) to prevent or address technical or security issues and resolve support requests; (iii) to investigate when we have a good faith belief, or have received a complaint alleging, that such Customer Data is in violation of these Terms; (iv) to comply with a valid legal subpoena, request, or other lawful process; and (v) as expressly permitted in writing by you.

- **Responsibility for Customer Data Compliance.**

You represent and warrant that: (i) you have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any Customer Data that you submit, post or display on or through the Service; (ii) the Customer Data is in compliance with, and subject to, our Acceptable Use Policy; and (iii) the Customer Data you submit, your use of such Customer Data, and our use of such Customer Data, as set forth in these Terms, do not and shall not (a) infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy, data protection or publicity rights of any third party; (b) violate any applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer and exportation (the "Laws"); (c) violate any of your or third party's policies and terms governing the Customer Data. Other than our security and data protection obligations expressly set forth we assume no responsibility or liability for Customer Data, and you shall be solely responsible for Customer Data and the consequences of using, disclosing, storing, or transmitting it. It is hereby clarified that Collabworkx shall not monitor and/or moderate the Customer Data and there shall be no claim against Collabworkx of not acting so.

- **No Sensitive Data.**

You shall not submit to the Service any data that is protected under a special legislation and requires a unique treatment, including, without limitations, (i) categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any similar legislation or regulation in other jurisdiction; (ii) any protected health information subject to the Health Insurance Portability and Accountability Act ("HIPAA"), as amended and supplemented, or any similar legislation in other jurisdiction, unless Customer and Collabworkx separately enter into a HIPAA Business Associate Agreement; and (iii) credit, debit or other payment card data subject to PCI DSS or any other credit card schemes

For more information on how we collect your information and cookies, please refer to our Privacy Policy and Cookie Policy.

27. Changes

We reserve the right to update and revise these Terms and Conditions at any time. You will know if these Terms and Conditions have been revised since your last visit to the website by referring to the "Effective Date of Current Policy" date at the top of this page. Your use of our Site constitutes your acceptance of these Terms and Conditions as amended or revised by us from time to time, and you should, therefore, review these Terms and Conditions regularly.

28. Electronic Communications

When you visit the Site or send us e-mails, you are communicating with us electronically. In so doing, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication is in writing.

29. Severability

If any of these Terms and Conditions shall be deemed invalid, void, or for any reason unenforceable, that term shall be deemed severable and shall not affect the validity and enforceability of any remaining terms or conditions.

30. Assignment

We shall be permitted to assign, transfer, or subcontract our rights and obligations under these terms without your consent or any notice to you. You shall not be permitted to assign, transfer, or subcontract any of your rights and obligations under this agreement.

31. Force Majeure

CollabWorkx is not liable for any delays caused by circumstances beyond CollabWorkx's control, e.g. general labor dispute, extreme weather, acts of war, fire, lightning, terrorist attacks, changed governmental orders, technical problems, defects in power- /tele-/computer communications or other communication and defects or delays in the service by sub-suppliers due to circumstances set forth above.

32. Entire Agreement

These Terms and Conditions set forth the entire understanding and agreement between you and CollabWorkx concerning the subject matter herein and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written concerning the Site. A printed version of these Terms and Conditions and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved. You may not assign the Terms and Conditions, or assign, transfer or sublicense your rights therein. A failure to act concerning a breach by you or others does not waive CollabWorkx's right to act concerning subsequent or similar breaches.

33. Term and Termination

This agreement becomes effective the date that you first access the Site and remains effective until it is terminated consistent with its terms. Violations of this agreement may result in the immediate termination of this agreement and denials or terminations of your access to the Site.

Such restrictions may be temporary or permanent. Upon termination, your right to use this Site shall be revoked. All disclaimers, limitations of liability, indemnities, and rights of ownership and licenses to CollabWorkx shall survive any termination.

34. Contact Us

For any questions, complaints, and queries or to report any violations, kindly send an email on support@collabworkx.com