



HIBOB TERMS OF USE

September 2020

Hi Bob Limited and its affiliates (collectively, “**HiBob**”, “**Company**”, “**we**” or “**us**”) welcome you (the “**User**” or “**you**”) to our website at <https://www.hibob.com/> and any additional website and/or webpages owned and/or operated by HiBob (such as landing pages of ads) (collectively, the “**Site**”), any free or trial version or demo, or use by paying customer’s (“**Customer**”) end users, and our web-based training to assist in teaching you how best to use our products and services (collectively, the “**Services**”). Users may use the Site and the Services solely in accordance with the terms and conditions hereunder (“**Terms of Use**”), unless HiBob or its representatives execute a separate agreement with the User that explicitly states it governs the use of the Services.

Please read these Terms of Use carefully before you start using the Site and/or Services. Unless otherwise agreed by HiBob in writing, by entering, connecting to, accessing or using the Site and/or the Services you acknowledge that you have read and understood the following terms and conditions, including the terms of our “**Privacy Policy**” available at <https://www.hibob.com/privacy-policy/> collectively, the “**Terms**”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Site and Services. Furthermore, you acknowledge and agree that these Terms constitute a binding and enforceable legal contract between you and HiBob.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SITE AND/OR SERVICES.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT CONNECT, ACCESS OR USE THE SITE OR THE SERVICES IN ANY MANNER. ANY SOFTWARE PROVIDED IN CONNECTION WITH THE SERVICES, IS BEING LICENSED AND NOT SOLD TO YOU.

By accepting these Terms you represent and warrant that any and all information you provide us through the Site and/or the Services is true, accurate and complete. The provision of false or fraudulent information is strictly prohibited.

PLEASE NOTE: HIBOB IS NOT A LICENSED FINANCIAL PLANNER, RETIREMENT PLAN FIDUCIARY, REGISTERED REPRESENTATIVE, BROKER, DEALER OR TAX ADVISOR, NOR DOES IT REPRESENT ITSELF AS SUCH. THE SERVICE DOES NOT PROVIDE LEGAL, TAX OR FINANCIAL ADVICE AND SHOULD NOT BE USED AS YOUR SOURCE FOR MAKING ANY SUCH DECISIONS. WE STRONGLY RECOMMEND MAKING ALL YOUR FINANCIAL DECISIONS ON THE BASIS OF PROFESSIONAL AND AUTHORIZED ADVICE.

1. SITE AND SERVICES

These Terms govern access and use of the following:

Use of bob. Use by the end Users of a paying Customer of HiBob’s cloud-based SaaS people management platform (the “**Platform**” or “**bob**”).

bob Demo. Upon User’s request, a HiBob representative shall provide a free demo of the Platform to demonstrate the Platform’s features and functionality and discuss the potential needs of the User. User may discuss with a HiBob representative User’s ability to access the Free Edition.



bob Free Edition. The bob free edition offers Users a free, limited version of the Platform (“**Free Edition**”) (the “**Platform**” or “**bob**”). The bob Free Edition enables Users to get a feel for the Platform for a limited period. The Free Edition may offer limited features and functionality.

Site. Our Site offers basic information on our company, our technology and the various products and features we offer. You can also read our blog, contact HiBob through the Site or a landing page of an ad, and access certain Services.

2. ACCOUNT AND PASSWORDS

The creation of a User account is required in order to enjoy the Services (collectively, an “**Account**”). In order to access and use the Free Edition you must sign-up by providing the following information: name, company email, phone number, and name of company. You acknowledge and agree that by creating an Account via third party social networks such as Google, you grant HiBob access to your public profile on such services.

You must also create a password to access your Account. You are responsible for maintaining the confidentiality of your Account and password and you must not disclose this information to any other person or entity. You also acknowledge that your Account and password is personal to you and agree not to provide any other person with access to the Site and/or Services using your Account or password. You agree to notify us immediately of any unauthorized access to or use of your Account or password or any other breach of security at support@hibob.com. You also agree to ensure that you exit from your Account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

All information you provide for registration will be stored and used in accordance with our Privacy Policy available at: <https://www.hibob.com/privacy-policy/>.

3. ELIGIBILITY

You must be at least sixteen (16) years of age to use the Site and Services. By agreeing to these Terms, you represent and warrant to us: (i) that you are at least sixteen (16) years of age; and (ii) if the User of the Services is under the age of sixteen (16) or is under the age of legal eligibility and capacity in the jurisdiction applicable to such User you hereby confirm that you are the legal guardian of the User and both you and the User have read and agreed to these Terms and approved of the User’s continued use of the Services subject to these Terms; (iii) that you have not previously been suspended or removed from the Services; and (iii) that your use of the Services is in compliance with any and all applicable laws and regulations.

4. USER REPRESENTATIONS AND UNDERTAKINGS

You represent and warrant at all times throughout your use of the Site and/or Services that: (i) you have full authority to agree to these Terms, and there is no restriction, limitation, contractual obligation or statutory obligation which prevents you from fulfilling your obligations under these Terms; (ii) you are and will continue to be in compliance with all applicable laws, rules, and governmental (state, local, and community) and regulatory levies and requirements relating to your use of the Site and/or the Services; (iii) your use of the Site and/or Services has not been previously blocked, suspended or terminated; (iv) you do not authorize a third party to do any of the foregoing; and (v) you will not infringe or violate any of these Terms.

YOU AGREE THAT HIBOB’S SERVICE PROVIDERS ARE A THIRD-PARTY BENEFICIARY OF THE ABOVE PROVISIONS, WITH ALL RIGHTS TO ENFORCE SUCH PROVISIONS AS IF SERVICE PROVIDER WERE A PARTY TO THIS AGREEMENT.

5. RIGHTS TO ACCESS AND USE; LICENSE



Except as otherwise specified herein, HiBob is granting you with a limited personal, non-exclusive, non-assignable, non-transferrable, non-sublicensable, revocable (at HiBob's discretion) right to access and use the Site and the Services subject to these Terms and in connection with websites, applications, or other web-based services that you own, license, or have a right to use.

For use of the HiBob Free Edition, HiBob is granting you a limited personal, non-exclusive, non-assignable, non-transferrable, non-sublicensable, revocable (at HiBob's discretion) license to access and use any applicable software components included with the HiBob Free Edition.

These Terms do not entitle you to any right or title in the Site and/or the Services (or any part thereof), other than the rights explicitly granted herein.

6. USE RESTRICTIONS

Certain conduct is strictly prohibited on and/or with respect to the Site and/or Services. Your failure to comply with the provisions set forth below may result, in the termination or suspension of your access to the Site and/or Services, which is in HiBob's sole and absolute discretion, and may also expose you to civil and/or criminal liability.

Other than the rights expressly specified in the Terms, no other right or interest whatsoever is granted to you in connection with the Site and/or Services. Without limiting the foregoing, You agree not to, whether by yourself or anyone on your behalf: (i) use the Site and/or Services for purposes other than the purposes for which it is intended as defined in the Terms; (ii) rent, lease, lend, sell, sublicense, assign, distribute, or transfer in whole or in part the right to use the Site and/or Services or any part thereof; (iii) bypass or breach any security device or protection used by the Site and/or Services; (iv) input, upload, transmit, or otherwise provide to or through the Site and/or Services any information or materials that are unlawful or injurious, or that contain, transmit, or activate any harmful code; (v) use the Site and/or Services in any illegal manner or in any way that infringes the right of any third party; (vi) modify, adapt, edit, alter, abridge, translate, or otherwise change in any manner the content of the Site and/or Services, nor shall you create derivative works from the Site and/or Services; (vii) systematically collect any data from the Site and/or Services (by scraping or otherwise) unless allowed in the Site and/or Services or by HiBob in writing; (viii) attempt to discover or gain access to the source code for the software underlying the Site and/or Services or reverse engineer, decode, modify, decrypt, extract, disassemble or decompile such software (including in order to (1) build a competitive product or service; (2) build a product using similar ideas, features, functions or graphics of the Site and/or Services; or (3) copy any ideas, features, functions or graphics of the Site and/or Services; (ix) employ any hardware, software, device or technique to pool connections or reduce the number of devices or users that directly access or use the Site and/or Services (sometimes referred to as 'virtualisation', 'multiplexing' or 'pooling') in order to circumvent any restrictions on scope of Authorized use contained in this agreement; (x) obscure, amend or remove any copyright notice, trademark or other proprietary marking on, or visible during the operation or use of, the Site and/or Services or underlying software; (viii) attempt to gain unauthorized access to or interfere with the proper working of the Site and/or Services or the underlying software and, in particular, must not attempt to circumvent security, licence control or other protection mechanisms, or tamper with, hack into or otherwise disrupt the Site and/or Services or software or any associated website, computer system, server, router or any other internet-connected device; (xi) provide false identity information to gain access to or use the Site and/or Services; (xii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Site and/or Services; or (xiv) use the Site and/or Services to: (1) upload, store, post, transmit, distribute, link to or otherwise make available, or advertise or promote any content that infringes any Intellectual Property Rights or data protection, privacy or other rights of any other person, is defamatory or in breach of any contractual duty or any obligation of confidence, is obscene, sexually explicit, threatening, abusive, harassing, inciteful of violence or hatred, blasphemous, discriminatory (on any ground), liable to cause anxiety, alarm or embarrassment, knowingly false or misleading, or that does not comply with all applicable laws and regulations or is otherwise objectionable or prohibited as set out in any acceptable use policy published online through the Site and/or Services, as updated by HiBob from time to time ("**Prohibited Content**"); (2) impersonate any person or entity or otherwise misrepresent the User's relationship with any person or entity; (3) engage in any fraudulent activity or further any fraudulent purpose; (4)

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provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organisation(s) designated by the government of the United States or any foreign government as a foreign terrorist organisation; (5) “stalk” or otherwise harass another person or collect or store unauthorized personal data in relation to any individual; (6) transmit or distribute any unsolicited or unauthorized advertising, marketing or promotional material or other form of solicitation (spam); (7) transmit or distribute any virus and/or other code that has contaminating or destructive elements; and/or (8) otherwise engage in any unlawful activity; (9) attempt to override or circumvent any of the usage rules embedded into the Site and/or Services. Any unauthorized reproduction, publication, further distribution or public exhibition of the HiBob content, in whole or in part, is strictly prohibited.

7. USER CONTENT

Please ensure that when you use the Site and/or Services, you respect the rights of others including any intellectual property, other proprietary rights and privacy rights of third parties who may have an interest or right in connection with the content you upload and/or provide to HiBob, the Site and/or Services (the “**User Content**”), which shall include Personal Information and Non-Personal Information (as defined in the Privacy Policy). HiBob will not bear any liability for any loss, damage, cost, or expense that you may suffer or incur as a result of or in connection with uploading any User Content and HiBob is not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other User of the Site and/or Services. Such User Content shall remain at all times, and to the extent permitted by law, the respective property of its third-party owner.

You understand and agree that you are solely responsible for your User Content and the consequences of posting or publishing such User Content, on the Site and/or Services, in any way. You hereby warrant that your User Content is true, current, accurate and complete.

You represent and warrant that you are the rightful owner of the User Content you upload to the Site and/or Services or that you have (and will continue to have) all the necessary licenses, rights, consents, and permissions from the rightful owners of such User Content and/or the subjects of such User Content and that such User Content does not infringe any third party’s intellectual property rights or other rights, including without limitation, any privacy rights, publicity rights, copyrights, or any other intellectual property rights.

IT IS THE USER’S SOLE RESPONSIBILITY TO OBTAIN ANY AND ALL CONSENTS REQUIRED UNDER ANY APPLICABLE LAWS, REGARDING THE POSTING OF ANY PERSONAL INFORMATION OF OTHERS WHICH IS PART OF THE USER CONTENT AND TO ADHERE TO ANY APPLICABLE STATE AND FEDERAL LAWS REGARDING SUCH INFORMATION.

Without derogating from the above, you expressly agree that the User Content that you post or upload will not include (i) any spam, unsolicited promotions, advertising, contests or raffles; (ii) content which is unlawful, defamatory, libelous, harassing, offensive, indecent, pornographic, abusive, fraudulent, threatening or vulgar; (iii) content that unlawfully discriminates on the basis of race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political view or socio-economical class; (iv) content that encourages criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit; or (v) content that might reasonably pose a risk to a person’s safety, security or health. The above examples of unlawful and prohibited User Content do not constitute an exhaustive list.

HiBob is under no obligation to edit or control User Content that you or other Users post or publish, and will not be in any way responsible or liable for User Content. Although HiBob has no obligation to screen, edit or monitor any of the User Content, HiBob explicitly reserves the right, at its sole discretion, to remove, edit, or block without giving any prior notice, any User Content available on the Site at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content you post on the Site at your sole expense.



Any User Content you post to the Site will be considered non-confidential and non-proprietary. When you upload, post, publish or make available any User Content on the Site and/or Services, you grant to (i) HiBob a non-exclusive, royalty-free license, to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for the purposes of providing you with the Site and/or Services and to enforce any agreement you may have with HiBob.

8. FEEDBACK

In the event that you provide HiBob with any suggestions, comments or other feedback relating to the Site and/or Services (collectively, “**Feedback**”), such Feedback is deemed at the incipiency the sole and exclusive property of HiBob and User hereby irrevocably assigns to HiBob all of its rights, title and interest in and to all Feedback, if any, and waives any moral rights to it (or anyone on its behalf) may have in such Feedback. Without derogating from the foregoing, User hereby represents and warrants that it shall not provide any Feedback which is subject to any third-party rights or any limitations, and, without derogating from the foregoing, shall promptly inform HiBob as soon as it becomes aware of any third-party right or limitation which may apply to Feedback already provided.

9. PRIVACY POLICY

HiBob respects your privacy and is committed to protecting the information you share with us. Our policy, practices and information about what we collect are described in our Privacy Policy available at <https://www.hibob.com/privacy-policy/>.

If you intend to connect to, access or use our Site and/or Services you must first read and agree to the Privacy Policy.

10. INTELLECTUAL PROPERTY RIGHTS

The Site, the Services, the design, logos, graphics, icons, images, as well as the selection, assembly and arrangement thereof, HiBob’s proprietary software, algorithms and any and all intellectual property rights pertaining thereto, including, without limitation, inventions, patents and patent applications, trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs (including the “look and feel” of the Site and/or Services and any part thereof), specifications, methods, procedures, information, know-how, data, technical data, interactive features, source and object code, files, interface, GUI and trade secrets, whether or not registered and/or capable of being registered (collectively, “**Intellectual Property**”), are owned and/or licensed to HiBob, and are subject to copyright and other applicable intellectual property rights under U.S. and Israeli laws, foreign laws and international conventions.

All logos and other proprietary identifiers used by HiBob in connection with the Site, Services, and other HiBob products and services, (“**HiBob Trademarks**”) are all trademarks and/or trade names of HiBob, whether or not registered. All other trademarks, service marks, trade names and logos, which may appear on or with respect to the Site and/or Services belong to their respective owners (“**Third-Party Marks**”). No right, license, or interest to HiBob Trademarks and/or to the Third-Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to HiBob Trademarks or the Third-Party Marks and you will not use any of these marks, unless expressly permitted to do so.

You are hereby prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of HiBob and/or its licensors, including any copyright mark © or trademark ® or ™ contained in or accompanying the Site and/or Services, and you represent and warrant that you will abide by all applicable laws in this respect. You are further prohibited from using, diluting or staining any name, mark or logo that is identical, or confusingly similar to any of HiBob marks and logos, whether registered or not.

User acknowledges that in order to provide and/or further improve the Site and/or Services, HiBob may transform User Content to anonymized, aggregated information (“**Anonymized Data**”). All Anonymized Data shall not be considered as User Content to the extent such data cannot be de-

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anonymized, and HiBob may freely use such Anonymized Data, provided that HiBob shall not use Anonymized Data in a manner that links any individual or the User to such Anonymized Data without User's prior written approval.

For the avoidance of any doubt, as between you and HiBob, you are and you shall remain the sole exclusive owner of all right, title, and interest in and to all User Content, including all Intellectual Property rights relating thereto, subject to the rights and permissions granted in Section 7 above.

11. THIRD PARTY SERVICES; THIRD PARTY COMPONENTS

The Site and/or Services may be linked to and/or through certain third-party websites and other third-party services (collectively, "**Third-Party Services**"). Such Third-Party Services are independent from the Site and/or Services. You hereby acknowledge that HiBob has no control over such Third-Party Services, and further acknowledge and agree that HiBob is not responsible for the availability of Third-Party Services, and does not endorse nor is it responsible or liable for any goods, services, content, advertisements, products, or any materials available on and/or through such Third Party Services. You further acknowledge and agree that HiBob shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with use of or reliance on any goods, services, content, products or other materials available on or through any Third-Party Services. Most Third-Party Services provide legal documents, including terms of use and privacy policy, governing the use of each such Third-Party Services, their contents and services. We encourage you to read these legal documents carefully before using any such Third-Party Services. No reference made in this Site and/or Services to any specific commercial product, process, or service (or provider of such product, process or service) other than such products, processes, or services of HiBob, constitute or imply an endorsement, recommendation or favouring by HiBob.

The Site and/or Services may use or include third-party software, files and components that are subject to open source and third party license terms ("**Third Party Components**"). Your right to use such Third Party Components as part of, or in connection with, the Services is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail only in connection with the related Third Party Components. These Terms do not apply to any Third Party Components accompanying or contained in the Services and HiBob disclaims all liability related thereto. You acknowledge that HiBob is not the author, owner or licensor of any Third Party Components, and that HiBob makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party Components. Under no circumstances shall the Services or any portion thereof (except for the Third Party Components contained therein) be deemed to be "open source" or "publicly available" software.

12. DATA PROTECTION AND PRIVACY

Collection and Storage by HiBob. For the purpose of providing the Site and/or Services, the ongoing operation thereof, and/or for security purposes, HiBob collects, processes and stores certain data. HiBob respects your privacy and is committed to protecting the information you share with us. HiBob believes that you have a right to know our practices regarding the information HiBob collects when you connect to, access or use the Site and/or Services. Our policy and practices and the type of information collected are further described in our Privacy Policy.

HiBob shall comply with all applicable laws and regulations pertaining to data security and privacy and shall collect data only in a lawful manner. HiBob shall use reasonable measures to protect User Content, which shall however be at least compliant with ISO 27001:2013 and Soc2. User warrants that such User Content shall have been obtained and shall be provided or made available to HiBob in compliance with all applicable laws and regulations, including by obtaining all necessary consents (as applicable) from data subjects whose data is provided or made available giving consent, as may be necessary to permit HiBob to provide the Site and/or Services and perform its obligations as contemplated by the Terms.



Users of Paid Customer Subscription. With respect to end Users of a Customer, HiBob shall: (i) Process the Personal Data (as such terms are defined under applicable law) only in accordance with a Customer's documented reasonable instructions and on the Customer's behalf, and in accordance with the customer subscription agreement entered into with such Customer ("**Agreement**"); (ii) ensure persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and train such personnel to be aware of their responsibilities under applicable laws and this Agreement; (iii) reasonably assist Customer, at Customer's expense, as needed to cooperate with and respond to requests from supervisor authorities, data subjects, customers, or others to provide information related to Hi Bob's Processing of Personal Data; (iv) notify the Customer without undue delay after becoming aware of a security breach incident related to Customer's and its Users Personal Data; (v) only process or use Personal Data on its systems or facilities to the extent necessary to perform its obligations under the Agreement and the Privacy Policy; (vi) not lease, sell or otherwise distribute Personal Data other than as part of the Services agreed between the parties (excluding in case of assignment of Agreement under its terms and if legally required); (vii) purchase and maintain throughout the term of the Agreement or the term in which it retains the Personal Data, professional liability insurance customary to cover liabilities related to cyber security. (viii) maintain the Personal Data separately from any other data it holds for its other clients and/or third parties. (ix) appoint a designated contact person who will be responsible for any cooperation with the Customer with respect to the processing of Personal Data (x) report to the Customer at its request in writing regarding security and obligations related to data processing and (xi) allow Customer to have, subject to appropriate non-disclosure agreements between the audit performing personnel and HiBob and upon reasonable prior notice, required information regarding the processing of data under this Agreement. In case Customer processes through the Services information of any EU citizens, Customer may execute a separate Data Processing Rider governing such process.

13. AVAILABILITY; MODIFICATIONS TO THE SERVICES

The availability and functionality of the Site and/or Services depends on various factors, such as communication networks software, hardware, and HiBob's service providers and contractors. HiBob does not warrant or guarantee that the Site and/or Services will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access error-free.

HiBob reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently the Site and/or Services (or any part thereof, including but not limited to the HiBob content) without notice, at any time and at its sole discretion. You agree that HiBob shall not be liable to you for any modification, suspension, or discontinuance of our Site and/or Services.

14. DISCLAIMER AND WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

YOUR USE OF THE SITE AND/OR SERVICES IS AT YOUR OWN RISK. THE SITE AND/OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER HIBOB NOR ITS AFFILIATES, INCLUDING ANY OF THEIR OFFICERS, DIRECTORS, SHAREHOLDER, EMPLOYEES, OR AGENTS ("**HIBOB REPRESENTATIVES**") MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, USABILITY, SUITABILITY, COMPLETENESS, ACCURACY, EFFECTIVENESS OR AVAILABILITY OF THE SITE AND/OR SERVICES AND/OR ANY CONTENT, DATA, RESULTS, OR OTHER INFORMATION OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY USER'S USE OF THE SITE AND/OR SERVICES. HIBOB DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE

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WITHOUT LIMITING THE FOREGOING, HIBOB PROVIDES NO REPRESENTATIONS AND DISCLAIMS ALL WARRANTIES THAT THE SITE AND/OR SERVICES WILL BE ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE, SERVICES AND/OR THE SERVERS THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE AND/OR SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. HIBOB MAY, AT ITS SOLE DISCRETION AND WITHOUT AN OBLIGATION TO DO SO, CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE AND MAKE ANY OTHER CHANGES TO THE SITE AND/OR SERVICE AT ANY TIME, OR DISCONTINUE DISPLAYING OR PROVIDING ANY CONTENT OR FEATURES WITHOUT ANY NOTICE TO YOU. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SITE AND/OR SERVICES, INCLUDING USE OF AND/OR RELIANCE ON ANY CONTENT AVAILABLE THROUGH THE SITE AND/OR SERVICES, IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

15. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL HIBOB AND/OR THE HIBOB REPRESENTATIVES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT OF THE SITE AND/OR SERVICES, USE OR INABILITY TO USE THE SITE AND/OR SERVICES, FAILURE OF THE SITE AND/OR SERVICES TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL, DATA OR PROFITS, THE PERFORMANCE OR FAILURE TO PERFORM UNDER THESE TERMS, AND ANY OTHER ACT OR OMISSION OR BY ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM THE CONDUCT OF ANY USERS AND/OR THIRD PARTY SERVICES.

NO ACTION MAY BE BROUGHT BY YOU FOR ANY BREACH OF THESE TERMS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. AS SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEN SUCH LIMITATIONS ONLY MAY NOT APPLY TO A USER RESIDING IN SUCH STATES.

SUCH LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR THE HIBOB SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN IF HIBOB AND/OR ANY HIBOB AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL HIBOB'S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID TO HIBOB FOR USE OF THE SERVICES. IF YOU HAVE NOT MADE ANY PAYMENTS TO HIBOB FOR THE USE OF THE SERVICES, THEN HIBOB SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

Nothing in these Terms shall limit or exclude liability for anything that cannot be limited or excluded under applicable law.

16. INDEMNIFICATION

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You agree to defend, indemnify and hold harmless HiBob and any HiBob Representative from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, fines, late fees, cancellation fees and expenses (including attorney's fees) arising directly or indirectly from: (i) your use of the Site and/or Services (or any part thereof); (ii) Christiansen of these Terms by you; (iii) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party which relates to your use of (or inability to use) the Services; (iv) your violation of any third party intellectual property rights, privacy rights or other rights through your use of the Services or provision of information to the Services (including but not limited to obtaining consents from the requisite parties); and (v) your violation of any applicable law or regulation.

17. DIRECT MARKETING

You hereby agree that we may use your contact details provided by you through the Site for purpose of informing you regarding our products and/or Services, which may interest you, to contact you by telephone (including texting), and to send to you other marketing material, transmitted by e-mail, notices, and/or messages on the Site. You may revoke your consent to any individually targeted communications at any time by contacting us at support@hibob.com.

18. MISCONDUCT AND COPYRIGHT POLICY

We care for your safety and well-being. If you believe a User acted inappropriately including, but not limited to, offensive, violent or sexually inappropriate behaviour or content, please report such person immediately to the appropriate authorities and to us.

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Site and/or Services infringe your copyright, you may request removal of those materials (or access to them) from the Site and/or Services by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must substantially include the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information sufficient to permit HiBob to locate the material (including URL address or screen capture of such infringing activity); (iv) information so that the HiBob can contact you, such as address, telephone number and e-mail address; (v) a statement that you believe in good faith that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (vi) a statement that the information in the notification is accurate and, under penalty of perjury, you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed. HiBob's Copyright Agent can be reached at

205 Hudson Street, New York, NY, 10013
Attn: DMCA Copyright Agent
Email: support@hibob.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

If you believe that material you posted on the Site was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "Counter-Notice") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter-Notice must include substantially the following: (1) full name, address, phone number and physical or electronic signature; (2) identification of the material and its location before removal; (3) a statement under penalty of perjury that the material was removed by mistake or misidentification; (4) consent to an appropriate judicial body; and (5) any other information required under the relevant applicable law. HiBob reserves the right to notify the person or entity providing the infringement notice of such counter-notice and provide any details included therein. The DMCA allows us to restore the

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removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that certain material or activity on the Site and/or Services was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and reasonable attorneys' fees) under Section 512(f) of the DMCA. It is our policy, in appropriate circumstances, to disable and/or terminate the accounts of Users who are repeat infringers.

19. AMENDMENT OF TERMS

HiBob expressly reserves the right to modify these Terms of Use or Privacy Policy at any time in its sole discretion. HiBob will make commercially reasonable efforts to notify on any substantial changes to these Terms by posting the new Terms on the Site and/or Services and/or by sending you an e-mail regarding such changes to the email address that is registered under your Account. Such substantial changes will take effect seven (7) days after such notice was provided on any of the abovementioned methods. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Site and/or Service after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. Please note that in the event that the Terms should be amended to comply with any legal requirements, such amendments may take effect immediately and without any prior notice, as may be required by law.

20. TERMINATION OF SERVICE

HiBob has the right to terminate or suspend your access to all or part of the Site and/or Services for any or no reason, including without limitation, any violation of the Terms.

Additionally, HiBob may at any time, at its sole discretion, cease the operation of our Site and/or Services or any part thereof, temporarily or permanently, without giving any prior notice. You agree and acknowledge that HiBob does not assume any responsibility with respect to, or in connection with the termination of our Site and/or Services' operation and loss of any data. The following provisions shall survive the termination or expiration of the Terms Section 4 (User Representations and Undertakings); Section 6 (Use Restrictions); Section 7 (User Content); Section 8 (Feedback); Section 9 (Privacy Policy); Section 10 (Intellectual Property Rights); Section 11 (Third Party Services; Third Party Components); Section 12 (Data Protection and Privacy); Section 14 (Disclaimer and Warranties); Section 15 (Limitation of Liability); Section 16 (Indemnification); Section 20 (Termination of Service); and Section 21 (General).

21. GENERAL

These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. Any claim relating to the Site and/or Services or use of the Site and/or Services will be governed by and interpreted in accordance with the laws of the State of New York, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of this Site and/or Services will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the New York, New York.

If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without HiBob's prior express written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms are the entire terms and conditions between you and HiBob relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral *Confidential and Proprietary*



agreements or understandings between you and HiBob. Notices to you may be made via email or regular mail. Our Site and/or Services may also provide notices of changes to these Terms or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The Services and other technology HiBob makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. You represent you are not named on any U.S. government denied-party list. You may not access or use any of the Services in a U.S. embargoed country or in violation of any U.S. export law or regulation.

22. CONTACT

If you have any questions (or comments) concerning the Terms or the Site and/or the Services, you are welcome to send us an email to the following address, and we will make an effort to reply within a reasonable timeframe: support@hibob.com.

By contacting us, you represent that you are free to do so and that you will not knowingly provide HiBob with information that infringes upon third parties' rights, including any intellectual property rights. You further acknowledge that notwithstanding anything herein to the contrary, any and all rights, including intellectual property rights in such information provided, shall belong exclusively to HiBob, and HiBob may use or refrain from using any such information at its sole discretion.