

Pequity Terms of Use

Last Updated: March 15, 2022

The following terms of use (the “**Terms of Use**”) govern your access to and use of: (a) the Pequity website located at www.getpequity.com (the “**Pequity Website**”); and (b) all other services provided by Pequity, as described on, or provided through, the Pequity Website (collectively, the “**Pequity Platform**”). These Terms of Use form an agreement between Pequity Inc. (“**Pequity**”, “**us**”, “**we**”, “**our**”) and you. The term “you” refers to the person visiting the Pequity Website, browsing, installing, downloading, accessing or otherwise using the Pequity Platform (“**use**” or “**using**” in these Terms of Use will mean any of the foregoing). Where a customer has entered into an order form for access to the Pequity Platform that references these Terms of Use (“**Order Form**”), and you are entering into these Terms of Use on behalf of such customer named in the Order Form, then you represent and warrant that you have the legal right and authority to bind the customer to these Terms of Use.

These Terms of Use apply to you if you are: (1) a visitor of the Pequity Website; (2) an employee of a customer who has ordered access to the Pequity Platform through an order form (“**Order Form**”) that is subject to a separate Software-as-a-Service Agreement with Pequity; or (3) an employee of a customer who has registered for access to a trial version of the Pequity Platform (“**Trial**”) either through the Pequity Website or through an Order Form (“**Customer Trial User**”).

BY USING THE PEQUITY PLATFORM (AS THAT TERM IS DEFINED ABOVE), YOU: (A) REPRESENT AND WARRANT THAT YOU HAVE THE CAPACITY TO ENTER INTO THE BINDING OBLIGATIONS DESCRIBED HEREIN; (B) IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF YOUR EMPLOYER, YOU ARE AUTHORIZED BY YOUR EMPLOYER TO ENTER INTO THESE TERMS OF USE ON BEHALF OF YOUR EMPLOYER AND TO BIND YOUR EMPLOYER TO THESE TERMS OF USE; AND (C) AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE, AS UPDATED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 2. IF YOU DO NOT AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE, YOU MUST NOT USE THE PEQUITY PLATFORM. IF YOU ARE USING THE PEQUITY PLATFORM ON BEHALF OF ANOTHER PERSON OR A CORPORATE ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH PERSON OR ENTITY TO THESE TERMS OF USE.

1. Permitted Use

The Pequity Platform is provided solely (the “**Permitted Use**”) to assist you by providing you with tools and resources that may be helpful in managing, supporting, or improving compensation, recruitment, and human resources processes for corporate entities (the “**Pequity Services**”).

As a condition of your use of the Pequity Platform, you represent and warrant that: (a) you have reached the age of majority in your jurisdiction of residence; (b) you possess the legal

authority to create a binding legal obligation; (c) you will use the Pequity Platform in accordance with these Terms of Use; and (d) all information supplied by you on the Pequity Platform is true, accurate, current and complete.

Pequity retains the right, at its sole discretion, to deny you access to the Pequity Platform or the services it offers, at any time and for any reason, including, but not limited to, for violation of these Terms of Use. You will cease and desist from any such access or use immediately upon request by Pequity.

2. Changes to these Terms of Use and Pequity Platform

Except where prohibited by applicable law, we reserve the right to change these Terms of Use at any time without notice. Your continued access to or use of the Pequity Platform after any changes to these Terms of Use indicates your acceptance of such changes. It is your responsibility to review these Terms of Use regularly. We reserve the right to change any designs, graphics, pictures, videos, music, sounds, names, words, titles, phrases, logos, marks, information, material, images, text, data, media or content contained on or provided through the Pequity Platform at any time, and from time to time, without notice.

3. Data You Upload To Us

You grant to us a perpetual, transferrable, irrevocable, royalty-free, fully paid-up, worldwide and fully sublicensable license to access, collect, store and use any data, information, records and files that: (a) you load, transmit to or enter into the Pequity Platform; or (b) we collect from your local computer system or mobile device or from third parties with your permission, and (in each case) including all results from processing such data, information, records and files, including compilations, and derivative works thereof, including for the purpose of: (i) providing the Pequity Services and making available the Pequity Platform; (ii) complying with applicable law; and (iii) complying with our reasonable audit and data retention policies.

4. Trial Terms

The terms in this Section apply only to Customer Trial Users. From time to time, in its sole discretion, Pequity may offer access to the Pequity Platform free of charge for a limited period of time (as designed at the time such Trial is purchased via the Pequity Website or the Order Form) ("**Trial Period**"). You acknowledge that the features and functionality of the Pequity Platform for any such Trial are limited and the Pequity Platform made available during such Trial does not contain all features and functionality made available to commercial users of the Pequity Platform. Your Trial will continue solely for the Trial Period and be subject to the terms of these Terms of Use. Your Trial may be subject to additional restrictions, which will be set forth on the applicable Order Form or presented to you as part of your registration for the Trial on the Pequity Website. Following the end of any such Trial Period, you acknowledge and agree that your right to access and/or use the Pequity Platform is terminated and any further use of the Pequity Platform will require payment of the applicable subscription fee. Further, you acknowledge and agree that Pequity may suspend and/or terminate your access to the Pequity Platform during any Trial Period for any or no reason.

5. **User Account for Pequity Platform**

You may be required to successfully sign up for a user account (the “**User Account**”) using the available interfaces at the Pequity Platform and be issued with, or create your own, username and password login credentials (the “**User ID**”) in order to use the Pequity Platform. If you are issued with a User ID or if you customize this User ID, you will keep your User ID secure and will not share your User ID with anyone else. We reserve the right to disable any User Account issued to you at any time at Pequity’s sole discretion. If we disable access to a User Account issued to you, you may be prevented from accessing the Pequity Platform, or your account details.

6. **Term and Termination**

These Terms of Use will commence on the day you first use the Pequity Platform and will continue into force until terminated by either party (or if you are a Customer Trial User, for the Trial Period) (the “**Term**”). Either party may terminate these Terms of Use as follows: (a) Pequity may terminate these Terms of Use at any time and with immediate effect by giving notice to you, at Pequity’s discretion, by email (at your current email address on file with Pequity) or through the Pequity Platform; (b) you may terminate these Terms of Use at any time and with immediate effect by requesting (by email or through any then-available interfaces on the Pequity Platform) that your User Account be deleted, and ceasing use of the Pequity Platform.

7. **Ownership**

The Pequity Platform, including (without limitation) all designs, graphics, pictures, illustrations, software, artwork, videos, music, sounds, names, words, titles, phrases, logos and marks displayed on the Pequity Platform, are owned or licensed by us and are protected by copyright, trade-mark and other intellectual property laws.

We expressly reserve all rights in the Pequity Platform and all materials provided by us to you in connection with these Terms of Use that are not specifically granted to you. You acknowledge that all rights, title and interest in the Pequity Platform and all other materials provided by us hereunder, and any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with us (or our third party suppliers, if applicable), and that the Pequity Platform and all materials provided by us hereunder are licensed and not “sold” to you.

All contents of the Pequity Platform are: © 2020 Pequity Inc.

8. **Privacy Policy**

Please click here to review our current Privacy Policy, which contains important information about our practices in collecting, storing, using and disclosing your personal information, and which is hereby incorporated into and forms a part of these Terms of Use: www.getpequity.com/privacy.

To the extent you disclose, provide, or share with us any personal data subject to the General Data Protection Regulation (“**GDPR**”) or the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union Act 2018 (the “**UK GDPR**”), exhibit A applies.

9. No Unlawful or Prohibited Use

You will not, without our prior written permission, use the Pequity Platform for purposes other than the Permitted Use. Without limiting the generality of the foregoing, you will not (and will not attempt to): (a) “frame”, “mirror”, “deep-link” or otherwise incorporate the Pequity Platform or any part thereof on any website; (b) access, monitor or copy any part of the Pequity Platform using any robot, spider, scraper or other automated means; (c) violate the restrictions in any robot exclusion headers on the Pequity Platform or bypass or circumvent other measures employed to prevent or limit access to the Pequity Platform; (d) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on the Pequity Platform; (e) use the Pequity Platform as part of any service for sharing, lending or multi-person use, or for the benefit of any third party; (f) attempt to, assist, authorise or encourage others to circumvent, disable or defeat any of the security features or components, such as digital rights management software or encryption functionality, that protect the Pequity Platform; (g) copy, reproduce, modify, distribute, transfer, sell, publish, broadcast, perform, transmit, publish, license or circulate in any form any part of the Pequity Platform; (h) create derivative works based on the Pequity Platform, in whole or in part, or to decompile, disassemble, reverse engineer or otherwise exploit any part of the Pequity Platform; (i) use or access the Pequity Platform in a manner that violates the rights (including, but not limited to, intellectual property rights) of any third party; or (j) upload to or transmit through the Pequity Platform any information, images, text, data, media or other content that is offensive, hateful, obscene, defamatory or violates any laws, in each case as determined by us in our sole discretion.

10. Viruses

The usage and viewing of the Pequity Platform is done at your own risk. We cannot and do not guarantee or warrant that the Pequity Platform is compatible with your computer system. You are responsible for implementing safeguards to protect the security and integrity of your computer system, and you are responsible for the entire cost of any service, repairs or connections of and to your computer system that may be necessary as a result of your use of the Pequity Platform.

11. Communications Not Confidential

We do not guarantee the confidentiality of any communications made by you through the Pequity Platform. You understand, agree and acknowledge that we cannot and do not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Pequity Platform.

12. Disclaimer and Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 12, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION, INFRINGEMENT OR OTHER CONTRACT OR TORT CLAIMS) EXCEED THE TOTAL CHARGES PAID BY CLIENT TO PEQUITY DURING THE MOST RECENT 12 MONTH PERIOD PRIOR TO THE LAST EVENT GIVING RISE TO LIABILITY.

EXCEPT AS OTHERWISE PROVIDED BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE.

THE PARTIES EACH ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 12 (DISCLAIMER AND LIMITATION OF LIABILITY) WILL NOT APPLY TO ANY LOSSES AS THE RESULT OF: (A) A PARTY'S FAILURE TO COMPLY WITH SECTION 7 OF THE SOFTWARE-AS-A-SERVICE AGREEMENT (CONFIDENTIALITY AND DATA SECURITY); (B) A PARTY'S PAYMENT TO A THIRD PARTY UNDER THE INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (C) A BREACH OF LICENSES OR INTELLECTUAL PROPERTY RIGHTS GRANTED HEREIN.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION AND AS PERMITTED BY LAW, WARRANTIES AS TO SATISFACTORY QUALITY, MERCHANTABILITY, ACCURACY OF RESULTS, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. PEQUITY DOES NOT WARRANT THAT THE PLATFORM OR THE SERVICES WILL BE COMPLETELY ERROR FREE OR THAT THE USE OF THE PLATFORM WILL BE UNINTERRUPTED OR PROBLEM OR ERROR-FREE.

Except as otherwise expressly provided herein, all rights and remedies of the Parties are separate and cumulative. The waiver or failure of either Party to exercise in any respect any right or remedy provided herein will not be deemed a waiver of any further right or remedy hereunder.

13. Indemnification

Indemnification by Pequity. Pequity will defend at its expense any suit brought against Client, and will pay any settlement Pequity makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party asserting that the Platform, Services, or the use thereof (as permitted under this Agreement) infringes or misappropriates any third party's Intellectual Property Rights ("Claim"). If the Platform or Services becomes the subject of a Claim or if Pequity believes that the Platform or Services is likely to become the subject of a Claim, Pequity may, at its sole discretion and expense: (a) obtain a license from such third party for the benefit of Client; (b) replace or modify the Platform or Services ("Replacement") so it is no longer the subject of a Claim so long as such Replacement performs substantially the same functions as the Platform or Services at issue; or (c) if neither of the foregoing is commercially feasible, terminate this Agreement and refund all Charges

for any pre-paid SaaS Charges or Professional Services Charges (as applicable). Notwithstanding the foregoing, Pequity will have no obligation under this Section or otherwise with respect to any infringement claim based upon: (x) any use of the Platform or Services not in accordance with this Agreement or as specified in the Documentation; (y) any use of the Platform or Services in combination with other products, equipment, software or data not supplied by Pequity; or (z) any modification of the Platform or Services by any person other than Pequity or its authorized agents (collectively, the “Exclusions” and each, an “Exclusion”). This section states the sole and exclusive remedy of Client and the entire liability of Pequity, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

Indemnification by Client. Client will defend at its expense any suit brought against Pequity, and will pay any settlement Client makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a third party claim arising out of or relating to: (a) an Exclusion; or (b) Client’s breach or alleged breach of the Preamble or Section 1 of this agreement. This section states the sole and exclusive remedy of Pequity and the entire liability of Client, or any of its officers, directors, employees, shareholders, contractors or representatives, for the claims and actions described herein.

Procedure. The indemnifying Party’s obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified Party promptly notifying the indemnifying Party in writing of any threatened or actual claim or suit; (b) the indemnifying Party having sole control of the defense or settlement of any claim or suit; and (c) the indemnified Party cooperating with the indemnifying Party to facilitate the settlement or defense of any claim or suit.

14. **Governing Law and Jurisdiction**

These Terms of Use will be governed by the laws of the **State of California and the federal laws of the United States** applicable therein and such laws apply to your access to or use of the Pequity Platform, notwithstanding your domicile, residency or physical location. You will only use the Pequity Platform in jurisdictions where the Pequity Platform may lawfully be used. Except as restricted by applicable law, you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of the Pequity Platform.

15. **Entire Agreement, Waiver and Severability**

These Terms of Use constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Pequity Platform. A printed version of these Terms of Use and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Our failure to insist upon or enforce strict performance of any provision of these Terms of Use will not be construed as a waiver of any provision or right.

If any of the provisions contained in these Terms of Use are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed from these Terms of Use and all other provisions of these Terms of Use will remain in full force and effect.

It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English.