



TERMS AND CONDITIONS

Last updated on [7/11/2018].

INTRODUCTION

1. Welcome to Workbox. Workbox is provided by Woodshed LLC doing business as Workbox. More information can be found at www.workbox.io.
2. The Company provides a solution consisting of a Software as a Service Database and Function (or Microservice) platform, <https://www.workbox.app>. Additional functionality is provided through an application installed from the Salesforce.com AppExchange listing, <https://appexchange.salesforce.com/appxListingDetail?listingId=a0N3A00000FADpoUAH>
3. By clicking to accept this Agreement or using or accessing any of the software provided by the Company and/or its related services, you agree to all the terms and conditions of the Agreement.
4. If you are using any of the software provided by the Company and/or using any of the Company's service(s) or related service(s) on behalf of a Company or other entity, then "Customer" or "you" means that entity, and you are binding that entity to the Agreement.
5. You represent and warrant that you have the legal power and authority to enter into the Agreement and that, if the Customer is an entity, the Agreement is entered into by an employee or agent with all necessary authority to bind that entity to the Agreement.
6. You may only use the Software and/or related Services pursuant to the Terms and Conditions set out herein and you warrant that you have the power to enter into this binding agreement with the Company and not in any event barred under any applicable laws from doing so. If the terms and conditions set out herein is not agreeable to you and you wish not to be bound by these terms, you must not use the Services.

GENERAL

7. The terms and conditions of the Agreement (together with any other terms and conditions agreed in writing between the Company and the Client from time to time) constitutes the entire agreement between the parties and supersedes any previous agreement(s) or understanding(s) and may not be varied except with notice from the Company.
8. No failure or delay by the Company in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

PRIVACY

9. Your use of the Software, the Services and/or the Website is subject to the Company's Privacy Policy. Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices.

YOUR ACCOUNT



10. In order to use the Software, you will be required to register an account with the Company. By registering with the Company an account, you warrant that all information you provide are true, accurate and complete. You also warrant that all information provided and or to be provided from time to time by self-service mechanism will be true and accurate and kept updated.
11. If you use the Software, the Services and/or the Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity.
12. You acknowledge that the Company is not responsible for third party access to your account that results from theft or misappropriation of your account.
13. The Company and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.
14. In the event that you would like to remove your account with the Company, you are hereby advised to send us an email at contact@workbox.io with your request stated therein. Upon receiving your request, we will process the same as soon as practicable. The removal of your account/profile with the Company will take effect upon the Company providing you with confirmation of the same.

TRIAL ACCOUNTS

15. From time to time and in the absolute sole discretion of the Company, the Company may offer you with the use of the Software for a limited trial period ("**Trial Period**") or for free ("**Free Account**").
16. All terms and conditions contained herein will apply to the Trial Period and/or any Free Account that you may be using.
17. You understand and acknowledge that the Software and/or its related Services provided under a Free Account may be significantly limited in features and functionality and/or have substantial usage limits (as the case may be).
18. Upon registering for a free trial and a Free Account, the Trial Period will begin upon registration and will expire within the time period specified on the Website/ Listing.
19. By the end of the Trial Period, you are required to upgrade to the paid version and further provide us with all necessary payment information in order to continue with the Services and the use of the Software.
20. In the event that you fail to do so, at the absolute discretion of the Company, your account will be downgraded to a Free Account, if such option is available at the time, and/or the same may be terminated which may cause the loss of data and/or work.
21. In the absolute discretion of the Company, the Company may suspend, terminate, or discontinue the Trial Period or Free Account at any time and for any reason.

ACCESS TO THE SOFTWARE



22. The Company allows access to the Software by you on a non-exclusive basis and pursuant to the compliance of all terms and conditions set out herein together with all relevant and applicable laws. At all material times, the use of the Software is on a licensed basis and not sold.

ELECTRONIC COMMUNICATIONS

23. Using the Software, visiting the Website, using the Company's services and/or signing up for an account, subscribing to the Company and/or sending emails to the Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically via email and/or on the Website satisfy the legal requirement that such communications be in writing.
24. The Company does not knowingly collect either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Websites and Software only with permission of a parent or guardian.

USE OF THE SOFTWARE

25. You are required to keep and maintain, *inter alia*, all account information, license keys, and passwords confidential.
26. You shall not authorize any third party to access or use the Software on your behalf, or if you are a business entity, on behalf of the business unless specific written approval is given by the Company to you to share and access your account with third parties.
27. You agree not to: -
 - (a) sell, resell, rent or lease the Software and/or other related Services without the prior written approval and consent from the Company;
 - (b) use the Software and/or its related Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material (as the case may be), or to store or transmit material(s) in violation of any third-party privacy rights whatsoever;
 - (c) use the Software and/or its related Services to store or transmit (as the case may be) any Malicious Codes;
 - (d) attempt to gain unauthorized access to the Software and/or its related Services;
 - (e) create derivative works based on the Software and/or its related Services;
 - (f) reverse engineer the Software and/or its related Services;
 - (g) access the Software in order to build a competitive product, or copy any features, functions or graphics of the Software; and
 - (h) use the Software and/or its related Services in a way whatsoever that violates or infringes upon the Intellectual Property Rights (as the case may be) or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability.



28. Your use of the Software, and/or its related Services is subject to all the relevant and applicable laws, rules and regulation governing the export of goods outside of U.S. You agree to comply with all the relevant applicable domestic and international export laws, rules and regulations.
29. You also agree and consent to the use of all commercially reasonable efforts to prevent unauthorized access to the Software.
30. You are required to notify the Company and/or its authorised personnel in writing of any unauthorized use of the Software and/or the related Services that comes to your attention. In the event of any such unauthorized use by any third party that obtained unauthorized access through you, you hereby agree to take all steps necessary to terminate such unauthorized use.

THIRD PARTY COMPONENTS

31. In the event that any third-party components are required to be included to use the Software and/or its related Services, the Company agrees and shall in good faith, make all reasonable efforts to secure any and all such licenses for your use of any of the third-party components during the term of this agreement.

PAYMENTS

32. You are required to pay all fees, expenses, costs and disbursements arising out of and in connection to the use of our Software ("**the Payments**") as specified on any document signed by you and the Company.
33. The Payments shall be payable in United States dollars or other currencies deemed fit by the Company.
34. All payment obligations are non-cancelable and fees paid are non-refundable for any reason.
35. The Payments are charged in advance and not in arrears.
36. The Company reserves its rights to charge you for the Payments by way of payments through credit card and any other methods deemed fit by the Company.
37. All billing information in your account shall be kept up to date by you. In the event that any billing information is invalid, outdated, incomplete or inaccurate information is listed in your account and the charge for the Payment is not successful, you will be liable to the Company for any associated fees, fines, or penalties that the Company may incur as a result of such rejection.
38. The Company reserves its rights to terminate or suspended your account.
39. You shall have no right to withhold or reduce fees under these Terms or set off any amount against fees owed for alleged defects in the Software. All fees not paid when due shall accrue interest at the lesser of 1.0% per month or the maximum rate allowed under applicable law.

REFUNDS

40. The Payments will be made on a monthly basis and will automatically renew every thirty (30) days starting from the date of which you sign-up for the account.



41. The Company will not issue refunds for partial months to you or your company (as the case may be), in conjunction with a termination or cancellation of any of the Payment.
42. At the Company's absolute discretion, it reserves the right to add or remove functionalities or features, or change plan features of the Software, and will make reasonable efforts to notify you of such changes.

PROPRIETARY RIGHTS

43. The Company and/or its licensors owns and reserve all right, title and interest in and to the Software and/or any related services except the rights explicitly granted to you to use.
44. No title to or ownership of any proprietary rights related to the Software is transferred to you pursuant to these Terms.
45. All rights not explicitly granted to you are reserved by the Company.

LIABILITY, EXCLUSION AND LIMITATIONS

46. The Company warrants to the Client that it shall use all of its reasonable endeavours to provide the Services using reasonable care and skill and as far as reasonably possible, in accordance with the Client requests and instructions.
47. The Company will not exclude or limit liability for its negligence or negligent omission which causes personal injury or death.
48. The Company shall not be liable for any loss, cost, expense or damage of any nature whatsoever (whether direct or indirect) resulting from the use of the Services except where it is expressly determined that a person acting under the direct instruction of The Company has knowingly acted in a negligent manner.
49. The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions supplied by the Client which are incomplete, incorrect or inaccurate or any other fault of the Client.
50. The Company shall not be liable or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure, any of The Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond The Company's reasonable control.
51. Subject to the provisions of the terms and conditions contained herein, the maximum liability of The Company to the Client for breach of any of its obligations hereunder shall be limited to the value of the Schedule of Payments (provided that the Charge has at such time been paid by the Client in full).

DISCLOSURE OF INFORMATION

52. All information received by The Company in relation to the Client shall remain confidential and, except as may be required by law, The Company shall not, without the Client's prior written consent, disclose or divulge to any third party any information of any nature whatsoever in relation to the Client.



53. All private information shall be governed by the Privacy Policy on the Website.

54. Unless The Company receives notice from the Client to the contrary, The Company shall from time to time provide to the Client (by post, telephone or email) such information in relation to the Services that The Company considers may be of interest to the Client.

AMENDMENTS

55. The Company may update or modify this Agreement from time to time. If The Company modifies the Agreement during the Services, the modified version will take effect upon the next Service.

56. Client may be required to check the update version from time to time after the modified version takes effect, in any event the continued use of the Services shall constitute acceptance of the modified version.

SEVERABILITY

57. If any provision of this Agreement is found by any Court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement may otherwise remain in effect.

FORCE MAJEURE

58. Neither Party will be liable for any delay or failure to perform its obligations under the Agreement (except payment obligations) if the delay or failure is due to causes beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or reduction of power or telecommunications or data networks or services, or government act.

SUBPOENAS

59. Nothing in the Agreement prevents The Company from disclosing Client information and data to the extent required by law, subpoenas, or court orders, but The Company will use commercially reasonable efforts to notify Client where permitted to do so.

ASSIGNMENT

60. The Agreement will bind and inure to the benefit of each Party's permitted successors and assigns. Neither Party may assign the Agreement without the advance written consent of the other party, except that The Company may assign the Agreement without consent to an affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities.

ENTIRE AGREEMENT



61. The Agreement represents the parties' complete and exclusive understanding relating to the Agreement's subject matter. It supersedes all prior or contemporaneous oral communications, proposals and representations with respect to the Company or any other subject matter covered by this Agreement.

INCORPORATION

62. The Agreement, shall unless otherwise suggested, incorporate all terms and conditions contained and set out in the Terms and Condition of Use, the Privacy Policy and other written documents deemed appropriate by The Company.

GOVERNING LAW, JURISDICTION AND VENUE

63. This Agreement is governed by the laws of the State of Minnesota and the United States, without regard to choice or conflict of law rules thereof.

CONTACT US

64. The Company welcomes your questions or comments regarding the foregoing Terms.

Contact@workbox.io

Effective as of [7/11/2018]