

Terms of Use – WorkMerk Website and WorkMerk Apps/Solutions

Please take a few minutes to read over the User Agreement for our WorkMerk applications. These terms establish a legally binding agreement that you are entering for use of the WorkMerk applications (“Services”).

Last revised on May 25, 2020

1. Who Are We?

We are a workflow optimization and workforce training online platform.

1.1. What’s Our Mission?

We strive to create efficiencies and optimize resources in your organization by enhancing your workflows and training your workforce. We make your team better through data capture (e.g., validated task completion) and communication (task assignment, reminders, training materials) to lead to actionable steps in your workflows.

1.2. Agreement

When you use our Services, you are entering into a legal agreement and you agree to all of these terms.

You also agree to our Privacy Policy, which covers how we collect, use, share, and store your personal information.

You agree that by clicking “Sign Up” or similar, registering, accessing or using our related mobile apps, developer platforms, premium services, or any content or information provided as part of these services (collectively, “Services”), you are entering into a legally binding agreement (even if you are using our Services on behalf of a company).

This “Agreement” includes this User Agreement and the Privacy Policy, and other terms that will be displayed to you at the time you first use certain features, as may be amended by WorkMerk from time to time. If you do not agree to this Agreement, do NOT click “Join Now” (or similar) and do not access or otherwise use any of our Services.

Registered users of our Services are “Members” and unregistered users are “Visitors”. This Agreement applies to both.

2. Obligations

2.1. Service Eligibility

Here are some promises you make to us in this Agreement:

You're eligible to enter into this Agreement and you are at least our “Minimum Age.”

To use the Services, you agree that: (1) you must be the “Minimum Age” (defined below) or older; (2) you will only have one WorkMerk account, which must be in your real name; and (3) you are not already restricted by WorkMerk from using the Services.

“Minimum Age” means (a) 18 years old for all countries. However, if law requires that you must be older in order for WorkMerk to lawfully provide the Services to you (including the collection, storage and use of your information) then the Minimum Age is such older age.

2.2. Your Membership

You'll keep your password that you create a secret.

You will not share an account with anyone else and will follow our rules and the law.

As between you and others, your account belongs to you. You agree to: (1) try to choose a strong and secure password; (2) keep your password secure and confidential; (3) not transfer any part of your account (e.g., connections, groups) and (4) follow the law and the Dos and Don'ts below. You are responsible for anything that happens through your account unless you close it or report misuse.

Note that person paying for any Premium Services has full control over such account.

2.3 Payment

You'll honor your payment obligations and you are okay with us storing your payment information. Also, there may be fees and taxes that are added to our prices.

We don't provide ANY refunds.

If you purchase any of our paid Services (“Premium Services”), you agree to pay us the applicable fees and taxes. Failure to pay these fees may result in the termination of your subscription.

Also:

Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).

If required, you authorize us to store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your service (e.g. subscriptions) and to facilitate easy payment for new services.

You must pay us for applicable fees and taxes unless you cancel the Premium Service, in which case you agree to still pay these fees through the end of the applicable subscription period.

Taxes are calculated based on the billing information that you provide us at the time of purchase.

For WorkMerk, you can request to obtain a copy of your invoice through Customer Support.

2.4. Notices and Service Messages

You're okay with us using our websites, mobile apps, and email to provide you with important notices. This Agreement applies to mobile applications as well. Also, you agree certain additional information can be shared with us.

If the contact information you provide isn't up to date, you may miss out on these notices.

You agree that we may provide notices to you in the following ways: (1) a banner notice on the Service, or (2) an email sent to an address you provided, or (3) through other means including mobile number, telephone, or mail. You agree to keep your contact information up to date.

Please review your WorkMerk.com settings to control and limit what kind of messages you receive from us.

2.5. Messages and Sharing

When you share information, others can see, copy and use that information.

Our Services allow messaging and sharing of information in many ways through the Service. Information and content that you share or post may be seen by other Members in your organization and the Service administrator/manager.

We are not obligated to publish any information or content on our Service and can remove it in our sole discretion, with or without notice.

3. Rights and Limits

3.1. Your License to WorkMerk

You own all of the content and personal information you provide to us or through us to other Members, but you also grant us a non-exclusive license to it.

We'll honor the choices you make, if made available at our sole discretion, about who gets to see your information and content.

You promise to only provide information and content that you have the right to share, and that your WorkMerk profile will be truthful.

As between you and WorkMerk, you own the content and information that you submit or post to the Services and you are only granting WorkMerk the following non-exclusive license: A worldwide, transferable and sub-licensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied or stored it and (b) for the reasonable time it takes to remove from backup and other systems.

We will not include your content in advertisements for the products and services of others (including sponsored content) to others without your separate consent. However, we have the right, without compensation to you or others, to serve ads near your content and information, and your comments on sponsored content may be visible as noted in the Privacy Policy.

While we may edit and make formatting changes to your content (such as translating it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.

Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others.

You agree that we may access, store and use any information that you provide in accordance with the terms of the Privacy Policy and your privacy settings.

By submitting suggestions or other feedback regarding our Services to WorkMerk, you agree that WorkMerk can use and share (but does not have to) such feedback for any purpose without compensation to you.

You agree to only provide content or information if that does not violate the law nor anyone's rights (e.g., without violating any intellectual property rights or breaching a contract). You also agree that your profile ("profile") information will be truthful. WorkMerk may be required by law to remove certain information or content in certain countries.

3.2. Service Availability

We may change or discontinue any of our Services. We can't promise to store or keep showing any information and content you've posted.

We may change, suspend or end any Service, or change and modify prices prospectively in our discretion with or without any notice. To the extent allowed under law, these changes may be effective upon notice provided to you.

WorkMerk is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in Section 3.1 of our Privacy Policy

3.3. Other Content, Sites and apps

When you see or use others' content and information posted on our Services, it's at your own risk.

Third parties may offer their own products and services through WorkMerk, and we aren't responsible for those third-party activities.

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. WorkMerk generally does not review content provided by our Members. You agree that we are not responsible for third parties' (including other Members') content or information or for any damages as result of your use of or reliance on it. WorkMerk explicitly disclaims any liability for any content that you provide when using the Services.

You are responsible for deciding if you want to access or use third party apps or sites that link from our Services. If you allow a third party app or site to authenticate you or connect with your WorkMerk account, that app or site can access information on WorkMerk related to you and your connections. Third party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. Except to the limited extent it may be required by applicable law, WorkMerk is not responsible for these other sites and apps -- use these at your own risk. Please see Sections 2.6 and 2.7 of the Privacy Policy.

Specific to any Services used to meet compliance requirements published by governmental and/or oversight agencies, WorkMerk explicitly disclaims any liability that may arise for the user of the Services in such context. Moreover, WorkMerk DOES NOT WARRANT that the use of the Services by the Member shall lead to any specific outcome including but not limited to individual and/or environmental health safety or the prevention of the transmission of any pathogens.

3.4. Limits

We have the right to limit how you connect and interact on our Services.

We're providing you notice about our intellectual property rights.

WorkMerk reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Members. WorkMerk reserves the right to restrict, suspend, or terminate your account if WorkMerk believes that you may be in breach of this Agreement or law or are misusing the Services (e.g. violating any Do and Don'ts).

WorkMerk reserves all of its intellectual property rights in the Services. For example, WorkMerk, WorkMerk (stylized), and logos and other WorkMerk trademarks, service marks, graphics, and logos used in connection with WorkMerk are trademarks or registered and/or pending trademarks of WorkMerk. Other trademarks and logos used in connection with the Services may be the trademarks of their respective owners.

4. Disclaimer and Limit of Liability

4.1. No Warranty

This is our disclaimer of legal liability for the quality, safety, or reliability of our Services.

TO THE EXTENT ALLOWED UNDER LAW, WORKMEREK (AND THOSE THAT WORKMEREK WORKS WITH TO PROVIDE THE SERVICES) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NON-INFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS AND (D) DO NOT GUARANTEE THAT THE USE OF THE SERVICES SHALL RESULT IN ANY BENEFICIAL OUTCOME FOR THE MEMBER.

4.2. Exclusion of Liability

These are the limits of legal liability we may have to you.

TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS WORKMEREK HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT SUPERSEDES THIS AGREEMENT), WORKMEREK (AND THOSE THAT WORKMEREK WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OR CHANGES TO YOUR INFORMATION OR CONTENT).

IN NO EVENT SHALL THE LIABILITY OF WORKMEREK (AND THOSE THAT WORKMEREK WORKS WITH TO PROVIDE THE SERVICES) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, AN AMOUNT THAT IS THE TOTAL OF THE MOST RECENT PURCHASES YOU HAVE MADE IN THE LAST BUSINESS DAY, IF ANY.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND WORKMEREK AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF WORKMEREK HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

5. Termination

We can each end this Agreement anytime we want.

Subject to any contrary terms under other subscription agreements, WorkMerk or You may terminate this Agreement at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

Our rights to use and disclose your profile, content, and/or feedback;

Members' and/or Visitors' rights to further re-share content and information you shared through the Service to the extent copied or re-shared prior to termination;

Sections 4, 6 and 7 of this Agreement;

Any amounts owed by either party prior to termination remain owed after termination.

You can close your account by sending an e-mail to info@WorkMerk.com having the following information:

Your Full Name (as provided in your user subscription); and

Your E-mail Address (as found in your user subscription)

In the event of termination you may be provided with an e-mail from us having a hyperlink to confirm the termination of your account.

6. Dispute Resolution

In the unlikely event we end up in a legal dispute, it will take place in the federal courts located in the Eastern District of Pennsylvania, applying Pennsylvania law.

You agree that the laws of the Commonwealth of Pennsylvania, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Agreement and/or the Services. We both agree that all of these claims can only be litigated in the federal or state courts of Philadelphia County, USA, and we each agree to personal jurisdiction in those courts.

7. General Terms

Here are some important details about how to read the Agreement.

If a court with authority over this Agreement finds any part of it not enforceable, you and us agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and us agree to ask the court to remove that unenforceable part and still enforce the rest of this Agreement. To the extent allowed by law, the English version of this Agreement is binding and other translations are for convenience only. This Agreement (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

If we don't act to enforce a breach of this Agreement, that does not mean that WorkMerk has waived its right to enforce this Agreement. You may not assign or transfer this Agreement (or your membership or use of Services) to anyone without our consent. However, you agree that WorkMerk may assign this Agreement to its affiliates or a party that buys it without your consent. There are no third party beneficiaries to this Agreement.

We reserve the right to change the terms of this Agreement and will provide you notice if we do and we agree that changes cannot be retroactive. If you don't agree to these changes, you must stop using the Services.

You agree that the only way to provide us legal notice via electronic mail having an electronic return receipt and an embedded electronic signature to verify your identity. Service may be rejected by WorkMerk.

WorkMerk is not a law firm and does not provide any legal advice in ANY capacity and does not represent any Member in ANY capacity. Any documents that are created by the Services are merely instructive and do not constitute any legal advice or the practice of law under any jurisdiction. You should have your legal counsel review all documents that are created, transmitted, and/or shared using the Services.

8. WorkMerk “DOs” and “DON’Ts.”

8.1. Dos. You agree that you will:

Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;

Provide accurate information to us and keep it updated;

Use your real name on your user subscription;

Use the Services in a professional manner.

8.2. Don'ts. You agree that you will not:

Act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content;

Add content that is not intended for, or inaccurate for, a designated field (e.g. submitting a telephone number in the “title” or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by WorkMerk);

Use an image that is not your likeness or a head-shot photo for your profile;

Create a false identity on WorkMerk;

Misrepresent your current or previous positions and qualifications;

Misrepresent your affiliations with a person or entity, past or present;

Misrepresent your identity, including but not limited to the use of a pseudonym;

Create a Member profile for anyone other than yourself (a real person);

Submit false or misleading Brydge requests;

Use or attempt to use another's account;

Harass, abuse or harm another person;

Send spam or other unwelcomed communications to others;

Scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);

Act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner;

Disclose information that you do not have the right to disclose (such as confidential information of others (including your employer));

Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;

Violate the intellectual property or other rights of WorkMerk, including, without limitation, using the word "WorkMerk" or our logos in any business name, email, or URL except as provided in the Brand Guidelines;

Post any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation unauthorized by WorkMerk;

Send messages to distribution lists, newsgroup aliases, or group aliases;

Post anything that contains software viruses, worms, or any other harmful code;

Manipulate identifiers in order to disguise the origin of any message or post transmitted through the Services;

Create profiles or provide content that promotes escort services, pandering, and/or prostitution.

Creating or operate a pyramid scheme, fraud or other similar practice;

Copy or use the information, content or data of others available on the Services (except as expressly authorized);

Copy or use the information, content or data on WorkMerk in connection with a competitive service (as determined by WorkMerk);

Copy, modify or create derivative works of WorkMerk, the Services or any related technology (except as expressly authorized by WorkMerk);

Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology, or any part thereof;

Imply or state that you are affiliated with or endorsed by WorkMerk without our express consent (e.g., representing yourself as an accredited WorkMerk trainer);

Rent, lease, loan, trade, sell/re-sell access to the Services or related any information or data;

Sell, sponsor, or otherwise monetize a WorkMerk Group or any other feature of the Services, without WorkMerk's consent;

Deep-link to our Services for any purpose other than to promote your profile or a Group on WorkMerk (as set forth in the Brand Guidelines), without WorkMerk's consent;

Remove any copyright, trademark or other proprietary rights notices contained in or on our Service;

Remove, cover or obscure any advertisement included on the Services;

Collect, use, copy, or transfer any information obtained from WorkMerk without the consent of WorkMerk;

Share or disclose information of others without their express consent;

Use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" the Services or any related data or information;

Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;

Monitor the Services' availability, performance or functionality for any competitive purpose;

Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;

Access the Services except through the interfaces expressly provided by WorkMerk, such as its mobile applications, WorkMerk.com and slideshare.net;

Override any security feature of the Services;

Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or