

Terms and Conditions

1. Acceptance

Welcome to <https://www.workwellna.com> (the "Site"). This page together with our Privacy Policy and SMS Terms and Conditions, states the terms and conditions (hereinafter collectively "Notice") on which we provide access to the Site.

By accessing, browsing, or using the Site ("Use"), all users and viewers ("You," "you," "User," or "user") acknowledge acceptance of the terms and conditions listed in this Notice. If you do not accept the terms and conditions listed in this Notice, please do not use this Site. Workwell North America and its subsidiaries ("Workwell") reserve the right to update this Notice from time to time in its sole discretion. You should review this Notice periodically for updates and changes. We will notify you of material changes to these terms through a notice on our website.

PLEASE READ THIS NOTICE CAREFULLY. THE TERMS SET FORTH IN THIS NOTICE AFFECT YOUR LEGAL RIGHTS AND INCLUDE A WAIVER OF YOUR RIGHT TO A JURY TRIAL FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS NOTICE AND YOUR USE OF THE SITE.

2. Eligibility

The Site and any related services are available to you, provided that you can form legally binding agreements under applicable law. The Site is not available to minors. If you are a minor, please do not use this Site.

3. License

Workwell grants you a limited, non-exclusive, non-transferable, non-assignable, revocable license to view and temporarily download a copy of the materials displayed on the Site solely for your personal and non-commercial use for yourself or within your organization, and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials, content or any other information on the Site in violation of any state or federal law. In addition, you shall not manipulate or otherwise display the Site by using framing or similar navigational technology, nor shall you access the Site by any means other than through the standard industry-accepted interfaces. Except as stated above, all rights are reserved. Commercial use of any content on the Site or any materials made available through the Site is strictly prohibited.

All materials displayed or made available on the Site, including, but not limited to, graphics, documents, text, images, sound, video, audio, artwork, software, and HTML code (collectively, the "Material") are exclusive property of Workwell or its content suppliers. The Materials are protected by U.S. and international copyright laws and any other applicable intellectual property rules, regulations, and laws. Except as expressly permitted herein, you shall not (i) use, copy, modify, display, delete, distribute, download, store, reproduce, transmit, publish, sell, re-sell, adapt, reverse engineer, or create derivative works of the Material, or (ii) use the Material on other web sites or any media, e.g., networking environment, without Workwell North America's prior written consent.

All trademarks, service marks, and logos, including but not limited to the Workwell North America and Workwell North America, A Workwell COMPANY names and logos (the "Marks") displayed on the Site are exclusive property of Workwell and their respective owners. You shall not use the Marks in any manner without Workwell's and their respective owners' prior written consent.

4. User Submissions

The Site provides a forum for you to obtain employment and career information. By submitting or entering your information to the Site ("Submitted Material"), you agree that you grant Workwell a license to use your Submitted Material as outlined in our Privacy Policy.

You acknowledge and accept that Workwell is only a passive forum for users to obtain employment and career information. Workwell does not screen or monitor any Submitted Materials. Workwell, therefore, makes no representation regarding the reliability, accuracy, completeness, validity, or truthfulness of any Submitted Materials. Workwell reserves the right, in its sole discretion, to delete, remove, refuse to display, or block any Submitted Materials that Workwell considers to be unacceptable. The decision of whether or not to remove content from the Site is within Workwell's sole and complete discretion.

5. General Prohibition

In connection with your Use, you agree NOT to:

- (a) Violate any local, state, and federal rules, regulations and statutes, including, but not limited to, U.S. export laws and regulations, anti-discrimination, or equal opportunity employment laws;
- (b) Infringe any intellectual property and privacy rights, including, but not limited to, patent, copyright, trademark, or trade secrets, of any third party;
- (c) Upload, post, transmit, or store any material that:
- (d) Is unlawful, offensive, defamatory, fraudulent, deceptive, misleading, harmful, threatening, harassing, obscene, or objectionable;
- (e) Breaches any of your contractual or confidentiality obligations;
- (f) Disrupts or interferes with the normal operations of the Site, such as posting or transmitting viruses, continuous posting of repetitive materials, or posting abnormally large load; or
- (g) Is not permitted by Workwell, including, but not limited to, any unauthorized advertising materials, unsolicited promotional materials, "junk mail," "spam mail," "chain letters," pyramid schemes, franchises, distributorship, club membership, sales arrangement, or otherwise unacceptable materials.
- (h) Violate other's privacy rights or personal rights by abusing the Materials, including, but not limited to, harassing or "stalking" another person, sending unsolicited e-mails, and collecting other's personal information;
- (i) Breach or attempt to breach any security measures of the Site;
- (j) Use any device, process, or mechanism to monitor, retrieve, search, or access, e.g., spider or robot, the Site or any Material without Workwell's prior written consent;
- (k) Access or attempt to access any account or login of any third party listed on the Site;
- (l) Copy, modify, reproduce, delete, distribute, download, store, transmit, sell, re-sell, publish, reverse engineer, or create derivative works of any Materials, except for materials that have been submitted and owned by you;
- (m) Post or submit any inaccurate, false, or incomplete information, such as your resume, biographical data, or employment information;
- (n) Impersonate any person or entity;
- (o) Forge any header information in any electronic posting or mail;
- (p) Misrepresent yourself, your affiliation with any third party, or your entity;
- (q) Solicit business, sell product, or otherwise engaging in commercial activities or personal advertisements;
- (r) Deep link to any part of the Site; or
- (s) Assist or permit any person engaging in any of the activities described above.

6. Specific Usage and Responsibilities

In addition to the general responsibilities listed in Section 5, you agree to comply with the following terms:

- (a) Use the Site only for lawful purposes in searching for employment opportunities, career information, and workforce solutions;
- (b) Provide and maintain complete, correct, up-to-date, and accurate information on your submitted information;
- (c) Post materials for which you have all the necessary rights or licenses;
- (d) Use your own judgment, caution, and common sense in managing job opportunities and information offered by or obtained from the Site; and
- (e) Bear the risks of any reliance or use of any Materials or any information provided by any third party.

7. Account and Password

The Site may present you with opportunities to open an account with the Site. It is your sole responsibility to (a) maintain the confidentiality of your account login and password; (b) frequently update and revise your password; and (c) promptly notify Workwell if there is any unauthorized use of your account or any breach of security. You are solely responsible for all activities that occur under your account, including but not limited to any content and data posted, shared or transmitted through the Site.

Workwell implements technical, administrative, and physical security measures to protect your Personal Data as outlined in our Privacy Policy. You should always maintain a copy of your Submitted Materials.

8. Employment

You understand and agree that Workwell (a) does not warrant that you will receive any employment or job offers through the Site; (b) shall not be responsible for any employment offers, employment screenings, employment decisions, and actual employment presented by third parties; (c) does not guarantee the accuracy, completeness, validity, or timeliness of information listed by any third parties; (d) shall not be responsible for any materials posted by third parties, including, but not limited to, job openings and employment listings; and (e) is neither your employer nor your agent in any regard. You shall use your own judgment, caution, and common sense in evaluating any prospective employers and any information provided by any third party.

9. Third-Party Links and Content

The Site may have links, such as hyperlinks or buttons, directing access to third party's web sites ("Linked Sites"). The Linked Sites may not be controlled or monitored by Workwell. Workwell will not be responsible for any materials, information, or content posted on the Linked Sites. The inclusion of the Linked Sites on the Site does not imply any relationship or association between Workwell and the owner of the Linked Sites or any endorsement or sponsorship by Workwell of the Linked Sites. Workwell includes the Linked Sites solely for your convenience. You are solely responsible for your access of the Linked Sites. You shall use your own judgment, caution, and common sense in using the Linked Sites.

This Site may contain also materials submitted by third-parties, including but not limited to job descriptions and advertisements. Any such materials are provided solely as a convenience to you. Workwell has not tested or evaluated these materials and does not endorse or make any representations about these materials or your use thereof. If you use or rely on any of the third-party materials, you do so at your own risk. In no event shall Workwell be liable for any loss, claim, damages, or costs that may arise in connection with your use of or reliance on these materials.

10. Privacy

Our Privacy Policy is hereby incorporated by reference in its entirety. The Privacy Policy governs our collection, use, and disclosure of your Personal Data, as well as your rights regarding such data.

11. SMS Text Messaging Services

By opting in to receive text messages from Workwell, you accept our SMS Terms and Conditions, which are incorporated herein by reference and available [here](#). Key provisions include:

- Message and data rates may apply based on your wireless carrier plan
- Messages are for conversational person-to-person communication
- You may opt out at any time by replying STOP, QUIT, END, REVOKE, OPT OUT, CANCEL, or UNSUBSCRIBE
- Your mobile phone number will not be shared with third parties for marketing purposes
- Opt-out requests are specific to each conversation with individual employees

For complete SMS Terms and Conditions, please [click here](#).

12. Indemnification

You agree to indemnify, defend, and hold Workwell, its parents, subsidiaries, affiliates, officers, directors, agents, employees, harmless from any claims or demands of any third party, including, but not limited to, attorneys' fees and legal fees, resulting from or arising out of your Use of the Site, your Submitted Materials, or your violation of any terms and conditions of this Notice.

13. Disclaimer

YOU ACKNOWLEDGE AND ACCEPT THAT: (A) YOU ASSUME ALL RISKS RELATED TO OR RESULTING FROM YOUR USAGE, VIEWING, OR ACCESS OF THE SITE. THE SITE IS PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. (B) WORKWELL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE. (C) WORKWELL EXPRESSLY DISCLAIMS ALL WARRANTIES THAT (I) THE SITE AND ITS MATERIALS WILL BE ERROR-FREE OR VIRUS-FREE; (II) THE SITE WILL BE UNINTERRUPTED AND SECURE; (III) THE SITE WILL BE UNINTERRUPTED AND AVAILABLE AT ALL TIMES; (IV) THE SITE WILL MEET YOUR REQUIREMENTS; AND (V) THE RELIABILITY, ACCURACY, COMPLETENESS, VALIDITY, OR TRUTHFULNESS OF ANY SUBMITTED MATERIALS.

14. Liability and Limitations of Liability

YOU AGREE TO ASSUME ALL RISKS ASSOCIATED WITH, ARISING OUT OF, OR RESULTING FROM YOUR USE OF THE SITE OR ANY SUBMITTED MATERIALS, INCLUDING, BUT NOT LIMITED TO, THE RISKS OF FINANCIAL LOSS, PHYSICAL HARM, PROPERTY DAMAGES, DEALING WITH OTHER USERS OF THE SITE, STRANGERS, MINORS, OR FOREIGN NATIONALS, AND PERSONS ACTING UNDER FALSE PRETENSE. YOU FURTHER AGREE TO RELEASE WORKWELL, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ALL CLAIMS, DEMANDS, DAMAGES (DIRECT, INDIRECT, AND CONSEQUENTIAL) OF ANY KIND OR NATURE, KNOWN OR UNKNOWN, ASSOCIATED WITH, ARISING OUT OF, OR RESULTING FROM YOUR USAGE OF THE SITE, YOUR SUBMITTED MATERIALS, ANY TRANSACTIONS RELATED TO OR RESULTING FROM YOUR USE OF THE SITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

YOU FURTHER UNDERSTAND AND AGREE THAT IN NO EVENT SHALL WORKWELL, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, AND SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, REVENUE, DATA, OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, OR BREACH OR FAILURE OF WARRANTY, EVEN IF WORKWELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT SOME JURISDICTIONS PROHIBIT THE EXCLUSION OF CERTAIN WARRANTIES, THE LIMITATION OF LIABILITY, OR THE DISCLAIMER OF CERTAIN DAMAGES, WORKWELL'S AGGREGATE LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED U.S. \$10.

15. Access Restriction and Termination

Access and use of the Site, is expressly conditioned on your compliance with all relevant laws, regulations, contractual obligations, and the terms and conditions in this Notice. Workwell has the right, in its sole discretion, to restrict, suspend, or terminate any services of the Site and remove any Materials from the Site. Workwell may also terminate your access to any part or all of the services provided by Workwell on the Site at any time, with or without cause or notice, for any reasons. If you want to terminate your account, you may only cease your Use of the Site. Workwell shall not be responsible for maintaining or returning your Submitted Materials, your account, or your login and password. You should always maintain a copy of your Submitted Materials.

16. Copyright Infringement Notice Policy

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe that your copyrighted material has been copied in a way that constitutes copyright infringement, please contact Workwell's designated Copyright Agent and provide the following information:

- A description of the copyrighted work that allegedly has been infringed.
- A description of the material that is claimed to be infringing and the URL of where such material is located on the Site, sufficient to permit Workwell to locate the material.
- Your contact information, including an address, telephone number, and e-mail address.
- A statement by you that you have a good faith belief that the disputed use of the copyright-protected material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement, under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.
- Your physical or electronic signature.

Send this information to:

Via email to Legal@workwellna.com; or

Via mail to: Workwell North America

Attn: Copyright Agent

2355 Northside Drive, Ste 250

San Diego, CA 92108

17. Agreement to Arbitrate

Any and all disputes, conflicts, problems, controversies, or claims of any kind arising from the relationship of the parties, the Site, this Notice, or the interpretation thereof, no matter how described, pleaded or styled, shall be submitted to binding arbitration under the substantive and procedural requirements of the Federal Arbitration Act. The arbitration shall be conducted by a single, neutral arbitrator chosen by the parties, conducted under the Consumer-Related Disputes Supplementary Procedures of the American Arbitration Association, conducted at San Diego, California. The parties agree that the arbitrator, and not a court, shall have exclusive jurisdiction over the interpretation, validity, and scope of this arbitration agreement. The costs of the arbitration filing fee, arbitrator's compensation, and facilities fees shall be split equally among the parties. Each party shall pay for its own attorneys' fees and costs. Any dispute or claim shall be brought solely in that party's individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action or consolidated action. Neither party shall file or maintain any lawsuit in any court against the other, and agree that any suit filed in violation of this arbitration agreement shall be dismissed by the court in favor of an arbitration conducted pursuant to this arbitration agreement and all costs and attorneys' fees incurred in enforcing this provision shall be paid by the party that filed the lawsuit, except that this provision does not affect either party's right to seek relief in small claims court for disputes or claims within the scope of its jurisdiction. If this arbitration agreement is declared unenforceable and cannot be administered, interpreted, or modified to be enforceable, the parties agree to waive any right to a jury trial with respect to any dispute to which the arbitration agreement applies. This provision shall survive the termination of this Notice.

BY ACCEPTING THIS NOTICE YOU ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND ANY RIGHTS YOU MAY HAVE TO BRING ANY CLAIMS ON A CLASS, REPRESENTATIVE, CONSOLIDATED OR MASS ACTION BASIS.

18. Consent to Receive Notices Electronically

You consent to receive any agreements, notices, disclosures and other communications (collectively, "Electronic Notices") to which this Notice refers from us electronically, including without limitation by e-mail or other electronic communication technology that may hereafter be developed. You agree that all Electronic Notices that we provide to you electronically satisfy any legal requirements that such communications be in writing. To withdraw your consent to receive Notices electronically, you must notify us of your withdrawal of such consent by emailing privacy@workwellna.com and terminate this Notice, including, without limitation, the licenses to use the Site set forth above, shall automatically terminate. Your consent to receive notices is separate from any election that you make with respect to receipt of marketing communications, which is discussed under the Privacy Policy.

19. General

You agree that there is no employment, partnership, agency, or joint venture relationship between you and Workwell arising out of or resulting from your Use of the Site. This Notice constitutes the entire agreement between you and Workwell governing your Use of the Site and is additional to any binding agreement between you and Workwell. This Notice is governed by the laws of the State of California, United States of America, without giving effect to any principles of conflict of laws. By entering and using this Site, you acknowledge and agree that Workwell operates this Site from its offices within the United States of America and that Site is intended for viewing within the United States only and will only be construed and evaluated according to United States law.

For users accessing this site from the European Economic Area (EEA), United Kingdom, Canada, or other regions with data protection laws, please refer to our Privacy Policy for information about your rights and how we handle international data transfers.

If any provision of this Notice shall be adjudged by any arbitrator or court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Notice will otherwise remain in full force and effect. Sections 4, 5, 6, 7, 9, 10, 11, 13, 14, 15, 16, 17 and 18 shall survive any termination of this Notice for any reasons.

Last updated: October 24, 2025

If you need more information regarding the Site or this Notice, please contact Workwell North America by submitting a contact form on our website or contact us:

Via email to Legal@workwellna.com; or

Via mail to: Workwell North America complaints@workwellna.com

Attn: Copyright Agent

2355 Northside Drive, Ste 250

San Diego, CA 92108