Terms of Service
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PayScale may revise these Terms at any time by updating this posting. The date these Terms were last updated is included above. Please visit this page periodically to review these Terms as they are binding on you. Your continued access to or use of the Services after the effective date of such changes constitutes your acceptance of and agreement to such changes.

Access and Use of the Services

- **Right to Use Services.** You may use, access, and attend the Services only as permitted by these Terms and subject to our Privacy Policy (https://www.payscale.com/privacy.aspx) ("Privacy Policy"), incorporated herein by this reference. Subject to these Terms, we grant you a limited right to use and access the Services only for your internal business purpose. If your affiliates use or access the Services, you represent and warrant that you have the authority to bind those affiliates and you will be liable if your affiliates do not comply with these Terms. We will endeavor to allow uninterrupted access to the Services, but access may be suspended, restricted, or terminated at any time. We reserve the right to modify, substitute, or remove all or any part of the Services without notice to you from time to time.

- **Limitations on Use.** By using, accessing, or attending the Services, you agree on behalf of yourself and your organization, not to: (a) modify, prepare derivative works of, or reverse engineer, all or any part of the Services; (b) use or access all or any part of the Services to gather any competitive insight, develop or improve a product that competes with a PayScale product, or for other competitive purposes; (c) transmit through the Services any harassing, fraudulent, or unlawful content or material; (d) market or resell the Services to any third party; (e) use the Services in violation of our policies or applicable laws or regulations; (f) harvest, collect, or gather user data without the user's consent; or (g) transmit through the Services any material that may infringe the intellectual property or other rights of third parties. If you violate, or display any likelihood of violating these Terms (in PayScale's discretion), in addition to other remedies available at law or in equity, we will be entitled to injunctive relief or other court order (without any obligation to post any bond or similar security) to prohibit any violation of these Terms and to protect against the harm or other damage that may arise from violation of these Terms.

- **Website Terms of Use.** If any part of the Services are accessed or provided to you through a PayScale website, your use and access of such Services are also subject to our website terms of use (https://www.payscale.com/license), incorporated herein by this reference.

- **Proprietary Rights and PayScale Marks.** You acknowledge that we retain all intellectual property and proprietary right, title and interest in and to the Services, and our name, logo or other marks (together, "PayScale Marks"), including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. You agree that you will not use or register any PayScale Mark or domain name or social media account name or handle that incorporates in whole or in part the PayScale Marks or is similar to any of these. You hereby grant to PayScale a royalty-free, worldwide, transferable, sublicensable, irrevocable, and perpetual license to use or incorporate into any PayScale product or service any suggestions, recommendations, or other feedback (collectively, "Feedback") provided by you or your representatives relating to our products or services. We are not obligated to use or incorporate any Feedback.
Payment
If any registration fees or other fees apply to use, access, or attend the Services, full payment of such fees may be required to gain access to or attend the Services, and unless otherwise agreed by PayScale, such fees are payable in U.S. Dollars and fees paid are non-refundable and non-transferable. If payment for Service registration is required, the payment is due in full upon registration but generally no later than the Service start or Event date. If you have pre-paid registration fees for an Event that has been cancelled by PayScale and you are not at fault for such cancellation, please reach out to PayScale to procure a refund. Service promotions and discounts cannot be combined with any other offers. Service registration fees paid may only be used for the applicable Service you registered for and may not be applied toward the purchase of any other Services or other PayScale product or services.

Privacy
We describe how we use the information you provide to us as a part of the Services and your registration to use, access, or attend the Services in our Privacy Policy. It is important, so please read it carefully. By using, accessing, or attending the Services or agreeing to these Terms, you consent to PayScale's collection, use, and disclosure of your information as described in our Privacy Policy. The Services are provided via equipment, employees, and other resources located in the United States and you consent to having your data (including, but not limited to, any personal data) processed by us in the United States.

Registration Representation and Warranty
You represent and warrant to us that (a) your registration information provided to us is accurate and true in all respects, and (b) you are not a PayScale competitor or an employee or contractor of a PayScale competitor. PayScale competitors include, without limitation, providers of compensation data, compensation management technology, or compensation consulting services. If you are an employee or contractor of our competitor, you may not access, use, or attend a Service unless: (i) you register for the Service using your employer email and contact information; (ii) you provide the name of your employer or the company that you are accessing or attending the Service on behalf of; (iii) you disclose to us that you are an employee or contractor of our competitor; and (iv) we provide our written consent to grant you access, use, or attendance. Our consent to allow you the right to access, use, or attend a Service does not waive your obligation to comply with your obligations under these Terms (including, but not limited to, the limitations on use set out above and confidentiality obligations) or our right to enforce such obligations against you.

Consent to Electronic Notices
We will provide any notice to you under these Terms or other notices about the Services (including, but not limited to, registration confirmation or Event information) by sending a message to the email address you provide when you sign-up. Notices sent by email will be effective when we send the email. It is your responsibility to keep your email address current.

Confidentiality
The content, materials, and other information (whether orally or in writing) provided by PayScale or accessible through the Services is PayScale's confidential information, including, but not limited to, content available to you through the Services, business plans, technical information, product plans and designs, trade secrets, and business processes disclosed by us (together, "PayScale Confidential Information"). You may not share all or any part of PayScale Confidential Information with a third party.

Computer Configuration and Software Issues
The Services may require you to configure your settings (audio/video firewalls) on your web-device and computer upon first use or require you to download software for your operating system. Please note that you may require administrator privileges on your computer to be able to manually install software. We are not responsible for your users who fail to download the appropriate software or who fail to verify their computer configuration or rich media players before the Service begins. Failure to do so and inability to view or access the Services is not the responsibility of PayScale.

Disclaimers
The Services are provided to you for informational purposes only. Therefore, to the maximum extent permitted by applicable law, the Services are provided AS IS, WITH ALL FAULTS, and AS AVAILABLE, and we disclaim all warranties and representations (whether express, implied, or statutory) regarding the Services, including, but not limited to, the accuracy of any information provided by, or contained in, the Services. In particular, we disclaim all warranty of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement. We do not guarantee that the Services will be accurate, virus-free, or error-free, and do not accept any liability for any errors or
omissions contained in the Services or lack of availability of the Services. PayScale makes no representation or warranty whatsoever regarding the content of any third-party websites, which you may access from the Services. A link to non-PayScale websites does not mean that PayScale endorses or accepts any responsibility for the content or use of such non-PayScale websites.

Limitations on Liability
TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, PAYSSCALE WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. PAYSCALE’S AGGREGATE LIABILITY TO YOU ARISING OUT OF, OR RELATED TO, THE SERVICES OR THESE TERMS (WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY) WILL BE LIMITED TO ACTUAL AND PROVEN DAMAGES INCURRED BY YOU IN AN AMOUNT NOT TO EXCEED FIVE U.S. DOLLARS ($5.00 USD). You may have certain rights under your local law. Nothing in these Terms are intended to affect those rights solely to extent they are applicable.

Class Action Waiver
Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren’t allowed. Nor is combining individual proceedings without the consent of all parties. You hereby agree to waive bringing the foregoing type of proceedings against us.

Assignment
You may not transfer or assign these Terms, or any of its rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of PayScale. These Terms are assignable by us.

Miscellaneous
If you are a PayScale competitor, you agree to waive as against us and our affiliates any competitive use, access, and benchmarking test restrictions in the terms that govern your products or services to the extent that your terms are, or purport to be, more restrictive than these Terms. If you do not waive any such restrictions in the terms governing your product or service, you are not allowed to access or use the Services. These Terms are governed by the laws of the State of Washington, without regard to conflicts of laws provisions thereof. The jurisdiction and venue for actions related to these Terms or the subject matter hereof will be the courts located in Seattle, Washington, and both parties irrevocably consent to such personal jurisdiction of such courts and waive all objections thereto. The prevailing party in any action to enforce these Terms will be entitled to recover its attorneys’ fees and costs in connection with such action. No failure or delay by PayScale in exercising any right under these Terms will constitute a waiver of that right. Other than as expressly stated in these Terms, the remedies provided in these Terms are in addition to, and not exclusive of, any other remedies available to PayScale at law or in equity. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect. You and PayScale are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party’s behalf without the other party’s prior written consent. These Terms will be deemed the final and integrated agreement between you and PayScale regarding the Services and the matters contained in these Terms.