



BREEZE PLATFORM TERMS AND CONDITIONS

Welcome

We thank You for visiting the Breeze Platform on <https://app.breezehr.com/> (the "**Breeze Platform**"), powered by Breeze Global, Inc., a company organized under the laws of Delaware with its registered office at 651 N. Broad Street, Middletown DE 19709 (hereinafter referred to as "**Breeze**", "**We**", "**Us**", "**Our**").

Your access to or use of the Breeze Platform, any information services we make available on the Breeze Platform and other web pages, and related content and materials, is subject to the following terms and conditions (the "**Terms**").

PLEASE READ THE TERMS CAREFULLY BEFORE USING THE BREEZE PLATFORM. BY ACCESSING, VISITING AND/OR USING THE BREEZE PLATFORM, YOU ARE AGREEING TO BE BOUND BY THE TERMS. IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT ACCESS AND/OR USE THE BREEZE PLATFORM.

"**You**" or "**Your**" means You personally (i.e., the individual who reads and agrees to be bound by the Terms) and, if You access the Breeze Platform on behalf of a legal entity, collectively, You and such legal entity on whose behalf You access the Breeze Platform.

Your use of the Breeze Platform and Your access to the services provided by Us may be subject to additional terms and conditions provided by Breeze and made available on the Breeze Platform. Those additional terms and conditions may include, but are not limited to, license agreements, service-specific notices or statements and Breeze's [Data Processing Agreement](#) and [Privacy Notice](#). If there is any conflict between those additional terms and the Terms, the additional terms will prevail with respect to the subject matter of those additional terms.

Breeze reserves the right to modify or revise the Terms at any time and without notice. Your continued use of the Breeze Platform after such modifications or revisions will indicate Your



acceptance thereof. Please remember to regularly consult this page to take note of any modifications or revisions that may have been made to the Terms. The version published on the Breeze Platform at the time of Your access or use applies between You and Breeze.

Breeze reserves the right to modify or withdraw the Breeze Platform or otherwise interrupt Your access to the Breeze Platform, in part or in its entirety, at any time, with or without notice to You and without stating any reasons for the modification, withdrawal or interruption. Further, You may experience sudden disruption or suspension of access to the Breeze Platform due to events beyond Our control such as natural disasters, weather events, system or equipment failures, or acts attributable to third parties, including hacking, DDoS attacks, and other types of cyber-attacks.

You agree that Breeze will not be liable to You or any third party for any disruption or suspension of the Breeze Platform or for any modification or discontinuance or withdrawal of a feature of the Breeze Platform or of the Breeze Platform itself.

Terms Applicable to Legal Entities

The following terms and conditions apply specifically to any legal entity that is subject to the Terms.

If You are using the Breeze Platform on behalf of a legal entity, You represent that You are authorized to accept the Terms on behalf of that legal entity.

In addition, You agree to require each of Your employees to be bound by the Terms and You agree to remain responsible and liable for all acts and omissions of Your employees in connection with their access to or use of the Breeze Platform, including any breaches of the Terms. All references to Your access and/or use of the Breeze Platform herein include access and/or use of the Breeze Platform by Your employees. You agree that each of Your employees is responsible for maintaining the confidentiality of any password that such employee may use to access the Breeze Platform, and You agree not to let any employee transfer a password or username, or lend or otherwise transfer the use of



or access to the Breeze Platform, to other employees or any third party. If an employee leaves Your employ and such employee's account should be terminated, or if You wish to disable an employee's access to the Breeze Platform, You are responsible for any such actions. You are fully responsible for all interaction with the Breeze Platform that occurs while using passwords or usernames associated with Your employees (including any former employees).

Access to Breeze Platform

When accessing, visiting and/or otherwise using the Breeze Platform, You must comply with all applicable laws, including federal, state, and local laws. You agree not to use or exploit the content of the Breeze Platform in any manner inconsistent with the Terms and, in particular, to always respect the rights granted or the restrictions set forth herein.

Notwithstanding the above, and pursuant to the Terms, Breeze grants You a personal, non-exclusive, non-transferable and revocable right to access the Breeze Platform, to use its different functionalities, display its content and benefit from its services, subject to the following conditions and rules of conduct:

- You must not, under any circumstance, alter, disassemble or modify any part of the Breeze Platform, or attempt to, or encourage or assist any other person to, circumvent or modify any component of the Breeze Platform;
- You must not, and must not attempt to, or assist any other person to, use any engine, software tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, offline readers, avatars, worms, or intelligent agents) or any other automated system that may, intentionally or unintentionally, detrimentally affect the Breeze Platform, to navigate or search the Breeze Platform.
- You must not and must not attempt to, or assist any other person to, (i) infringe, misappropriate, or



otherwise violate the copyright, trademark, or other intellectual property rights contained on the Breeze Platform, (ii) collect, store or publish personally identifiable information without the owner's knowledge and consent in any circumstance, or (iii) disable, disrupt, circumvent, interfere with, or otherwise take any action that may pose a security risk to the Breeze Platform;

- Your use of the Breeze Platform requires one or more compatible devices, Internet access and certain software and may require You to obtain updates or upgrades from time to time. As the use of the Breeze Platform involves hardware, software, and Internet access, Your ability to use the Breeze Platform may be affected by the performance of materials beyond Our control. You agree that such system requirements, as modified from time to time, are Your own and sole responsibility;
- You undertake to post and upload on the Breeze Platform only valid and compliant contents with respect to applicable laws of the country You are a resident of;
- You agree to use the Breeze Platform at Your sole risk. In particular, You agree that Breeze will assume no liability for content that may be found to be offensive, indecent, or objectionable, either by Yourself or by other users. In case You find something on the Breeze Platform to be offensive, indecent or objectionable, please contact Breeze and report the problem;
- You acknowledge that any use of any third-party platforms – even if referred to by hyperlinks on the Breeze Platform – will be subject to their own terms of use and privacy policy, if any.

Any rights not expressly granted herein are reserved by Breeze. Breeze further reserves the right to seek all remedies available by law and in equity, as the case may be, for any violation of the Terms.



Privacy and personal data policy

In principle, You are free to visit the Breeze Platform without being obliged to provide any personal data.

However, when You visit certain areas of the Breeze Platform and, in particular, when accessing and using Our services, You may submit content to Us that includes personal data under Your control. We know that by sharing Your personal data with Us, You are trusting Us to treat it appropriately.

Breeze's [Privacy Notice](#) (the "**Notice**") details how We collect and process personal data. You acknowledge that You have read and understood the Notice before providing Us with any personal data.

You in turn agree that Breeze may use and share personal data that you submit to the Breeze Platform in accordance with the Notice and applicable data protection laws.

In addition, You represent and warrant that any information that You provide in connection with Your use of the Breeze Platform is and will remain true, accurate and complete, and that You will maintain and update such information regularly.

Account Registration

In order to access certain areas of the Breeze Platform, You may be required to have a valid account.

To create an account, You must provide us with an electronic mail address, as well as other information (the "**Access Data**"). You are responsible for maintaining the confidentiality of Your Access Data and for all activities that occur under Your account. We will not be responsible for any damage caused to Your account or losses suffered by You due to theft, loss or leakage of Your Access Data.

You agree to immediately notify us of any unauthorized use of Your account or any other breach of security. You further commit to log out and exit from Your account at the end of each session.



You represent and warrant that Your Access Data are true, accurate, current and complete. We shall assume no liability in relation with Your Access Data. If You provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that it might be the case, we reserve the right to suspend or terminate Your account and refuse any and all current or future use by You of our services or any portion thereof, and totake appropriate legal action.

By registering an account, You represent and warrant that You are at least 18 years of age. You are solely responsible for ensuring that Your use of the Breeze Platform and our services is in compliance with all laws, rules and regulations applicable to You, it being specified that any use of the Breeze Platform or our services that conflicts with any applicable law, rule or regulation is strictly prohibited.

We may, in our sole discretion, refuse to offer access to the Breeze Platform or our services to any specific person or entity and change our eligibility criteria at any time.

Intellectual property rights

The Breeze Platform includes content owned, operated, licensed and/or controlled by Breeze. The information and materials made available through the Breeze Platform are and will remain the property of Breeze, and are protected by copyright, trademark, patent, and/or other proprietary rights of the like. Breeze grants You a limited, revocable, non-sublicensable right to view the content of the Breeze Platform solely for Your internal use of the Breeze Platform.

You must not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit, rent, lease, modify, loan, sell, distribute or create derivative works based (whether in whole or in part) on the Breeze Platform or any information from the Breeze Platform, in whole or in part, without the express prior written authorization of Breeze. Elements of the Breeze Platform are protected by copyright, trademark, unfair competition and/or other applicable laws and must not be copied or imitated in whole or in part. You must not copy or transmit any logo, graphic, sound, or image from the



Breeze Platform unless expressly permitted in writing by Breeze. We reserve all rights that we do not expressly grant to You under these Terms. Nothing contained on the Breeze Platform should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of Breeze's or its subsidiaries', affiliates' or suppliers' trade names, trademarks or service marks without Breeze's express prior written consent.

Legal Entity Client content

The Breeze Platform allows You to upload or otherwise provide Us payroll data pertaining to your staff or your clients (collectively, the "**Legal Entity Client's Personal Data**") and to store, publish or share such content with Us.

As between You and Us, You retain ownership of the Legal Entity Client's Personal Data. Breeze does not claim any ownership rights in that regard.

In relation to the Legal Entity Client's Personal Data, You guarantee that (i) You have all the rights and authorization under applicable laws to grant access to and allow Breeze to process it, as mentioned above, and that (ii) the content You submit does not violate any regulation, law, contractual obligation or third-party rights, including intellectual property rights and copyrights.

Breeze will store and process the Legal Entity Client's Personal Data in a manner consistent with industry security standards. In this regard, We have implemented appropriate technical, organizational, and administrative systems, policies and procedures designed to help ensure the security and integrity of the Legal Entity Client's Personal Data and to mitigate the risk of unauthorized access to, or use of, the Legal Entity Client's Personal Data.

Links to other platforms

The Breeze Platform might contain links that may take You outside of Breeze's networks and systems, especially towards third-party websites or platforms. Breeze has no control over and accepts no responsibility concerning the content, the accuracy or the functionality of these third-party websites or



platforms. Breeze cannot be held liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party websites or platforms. The inclusion of a link to other third-party websites or platforms does not imply Breeze's approval. We recommend You to carefully review the privacy and data protection policies as well as the general terms and conditions of each third-party website and platform You visit and of each online service You use.

Emails security

When You communicate with Breeze by email, You should take into account that the protection of emails and messages transmitted through the Internet is not guaranteed. Consequently, while sending by emails important or confidential messages, not encoded, You accept the risks associated with this uncertainty and the possible lack of confidentiality over the Internet.

No guarantees

In general

The use of the Breeze Platform is at Your own risk.

THE BREEZE PLATFORM IS OFFERED "AS IS" AND "AS IT IS AVAILBLE." CONSEQUENTLY, BREEZE DOES NOT OFFER ANY REPRESENTATIONS OR WARRANTIES ABOUT THE BREEZE PLATFORM AND WE HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

We especially do not guarantee that (i) the Breeze Platform and its related services will meet Your requirements; (ii) its content is exhaustive, accurate, precise, reliable, updated and does not transgress the right of third parties; (iii) Your access to the Breeze Platform will be uninterrupted or error-free or virus-free,



or that the Breeze Platform will be available at all times; (iv) defects will be corrected; (v) the Breeze Platform is secured; or that (vi) any advice or opinion received from us or through the Breeze Platform is exact and reliable.

Any information accessible via the Breeze Platform is subject to modification or deletion without notice.

The complete enjoyment of the services and/or features provided through the Breeze Platform and Breeze may require the use of third-party services (Google Maps™, YouTube™, Facebook™ or Twitter™ buttons, etc.). Breeze does not guarantee that access to these services is available in the country where You are located according to local applicable laws and regulations. To that extent, Breeze will not be liable for damages attributable to the inability to connect to such services.

Accuracy, exhaustiveness and timeliness of information

We use reasonable efforts to ensure that information accessible via the Breeze Platform is accurate and complete. Should this not be the case, Breeze will nevertheless accept no liability. You acknowledge that any reliance upon such information will be at Your sole risk. You acknowledge that it is Your obligation and responsibility to keep Yourself informed of any change or amendment that may have been made to the content of the Breeze Platform and its related services. Any liability on the part of Breeze in this respect is excluded.

Limitation of liability

TO THE EXTENT PERMITTED BY LAW, ANY LIABILITY ON THE PART OF BREEZE, ITS SUBSIDIARIES, ITS REPRESENTATIVES, ITS PARTNERS OR ANY OF ITS AFFILIATES THAT MIGHT RESULT FROM YOUR ACCESS TO, OR YOUR USE OF, THE BREEZE PLATFORM, IS EXCLUDED.

IN NO EVENT WILL BREEZE AND/OR ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS AND LICENSORS AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE



DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE BREEZE PLATFORM, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, WHETHER IN AN ACTION OF EQUITY, CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE BREEZE PLATFORM, ANY PRODUCTS AND SERVICES AVAILABLE THROUGH THE BREEZE PLATFORM, ANY SOFTWARE, INFORMATION, CONTENT, DOCUMENTS, RELATED GRAPHICS, PROVISION OF OR FAILURE TO PROVIDE SERVICES AVAILABLE FROM OR THROUGH THE BREEZE PLATFORM, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, AND WITHOUT LIMITATION, BREEZE AND/OR ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS AND LICENSORS AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE BREEZE PLATFORM OR FROM ANY SOFTWARE AND/OR OTHER CONTENT POSTED ON THE BREEZE PLATFORM BY BREEZE OR ANY THIRD PARTY.

YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE BREEZE PLATFORM IS TO STOP USING THE BREEZE PLATFORM. THE MAXIMUM LIABILITY OF BREEZE FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO BREEZE TO ACCESS AND USE THE BREEZE PLATFORM IN THE 12 MONTHS PRECEDING THE EVENT LEADING TO THE CLAIM OR US\$500, WHICHEVER IS HIGHER.

THE BREEZE PLATFORM, THE PRODUCTS AND SERVICES AVAILABLE THROUGH THE BREEZE PLATFORM AND THE INFORMATION, CONTENT, SOFTWARE, DOCUMENTS, AND RELATED GRAPHICS PUBLISHED ON THE BREEZE PLATFORM COULD INCLUDE TECHNICAL INACCURACIES, ERRORS, OR OMISSIONS. CHANGES MAY BE PERIODICALLY ADDED TO THE INFORMATION HEREIN. BREEZE AND/OR ITS RESPECTIVE



SUBSIDIARIES, AFFILIATES, SUPPLIERS AND LICENSORS MAY, BUT ARE NOT OBLIGATED TO, MAKE IMPROVEMENTS AND/OR CHANGES IN THE BREEZE PLATFORM, THE PRODUCTS AND SERVICES AVAILABLE THROUGH THE BREEZE PLATFORM AND THE INFORMATION, SERVICE(S), PRODUCT(S), AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

AS A PREREQUISITE TO YOUR USE OF THE BREEZE PLATFORM, YOU AGREE TO INDEMNIFY BREEZE, ITS SUBSIDIARIES, AND THEIR RESPECTIVE REPRESENTATIVES, PARTNERS AND ITS AFFILIATES, FROM ANY DAMAGE OR EXPENSE (INCLUDING LAWYERS' FEES AND COURT COSTS) THAT MIGHT RESULT FROM YOUR ACCESS TO, OR YOUR USE OF, THE BREEZE PLATFORM.

NOTHING IN THIS SECTION IS INTENDED TO, OR WILL, LIMIT BREEZE'S LIABILITY TO YOU TO THE EXTENT SUCH LIABILITY CANNOT BE EXCLUDED UNDER APPLICABLE LAWS, INCLUDING (ONLY TO THE EXTENT APPLICABLE AND WITHOUT LIMITATION) LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM BREEZE'S GROSS NEGLIGENCE, OR FRAUDULENT MISREPRESENTATION, OR CONCEALMENT.

Miscellaneous

The Terms constitute the entire agreement between You and Us concerning the access to, and the use of, the Breeze Platform.

Unlike Breeze, You are not allowed to transfer to third parties Your rights and obligations under the Terms.

If any provision of the Terms is held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable for any reason, it will be replaced with a provision having legal and economic effects as similar as possible to the invalid provision. In any event, all other provisions of the Terms will remain valid and enforceable to the fullest extent possible.

You must not use or export or re-export any content of the Breeze Platform or any copy or adaptation of such content, or any product or service offered on the Breeze Platform, in violation of any applicable export laws or regulations.



If You or others violate the Terms and we take no immediate action, this in no way limits or waives our rights, such as our right to take action in the future or in similar situations.

The Terms are available in English language only.

Applicable law and jurisdiction

You agree that all matters relating to Your access to or use of the Breeze Platform, including all disputes based on the Terms, will be governed by the substantive laws of Delaware, without regard to its conflicts of laws provisions. Any such dispute will be resolved exclusively by arbitration, in Santa Clara County, California, under the Commercial Arbitration Rules of the American Arbitration.

Any claim under the Terms must be brought within one (1) year after the cause of action arises; otherwise, such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. Notwithstanding the foregoing, if the mandatory laws or public policy of any country or territory in which the Terms are enforced or construed prohibit the application of the laws specified herein, then the laws of such country or territory will instead apply to the extent required by such mandatory laws or public policy. Similarly, if You are an individual consumer, the preceding choice-of-law and choice-of-jurisdiction provisions will not affect any mandatory right You may have to take action in Your country of residence under the laws of that country.



Contact Us

If You have any questions regarding the Terms or suggestions regarding their improvement, please contact our support team at support@breezehr.com.

The Terms were last updated on April 23, 2024 and are effective immediately.

All rights to the Terms belong to their author. Any reproduction, without prior license, is strictly forbidden.

Thank You for using Breeze.