



# Terms of service

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## The Gist:

We (TIMEDOCK Ltd, trading as TIMEDOCK) run a web-based service called [timedock.com](https://timedock.com) and would love for you to use it.

We offer free trial and paid services with advanced data-collecting features such as time tracking. Our service is designed to give you as much control and ownership over what goes on with your information as possible.

## Terms of Service:

The following terms and conditions govern all use of the [timedock.com](https://timedock.com) website and all content, services and products available at or through the website, including, but not limited to, TIMEDOCK, (taken together, the Website), TimeTablet and MobileTimeClock. The Website is owned and operated by TIMEDOCK Limited. The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, TIMEDOCK's Privacy Policy) and procedures that may be published from time to time on this Site by TIMEDOCK (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by TIMEDOCK, acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 13 years old.

### 1. Your TIMEDOCK Account and Data

If you create an account on TIMEDOCK, you are responsible for maintaining backups of your data. You are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must not enter details or data in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and TIMEDOCK may change or remove any detail or data that it considers inappropriate or unlawful, or otherwise likely to cause TIMEDOCK liability. You must immediately notify TIMEDOCK of any unauthorized uses of your account or any other breaches of security. TIMEDOCK will not be liable for any acts or omissions by You, including

any damages of any kind incurred as a result of such acts or omissions.

## 2. Payment and Renewal

### General Terms

Optional paid services available on the Website (any such services, including "Upgrades", "Add-ons"). By selecting any paid service you agree to pay TIMEDOCK the monthly or annual subscription fees indicated for that service.

### No Bank Transfers

TimeDock's policy is to accept payments *exclusively through our integrated payment channels*. This ensures competitive pricing and integrated systems, preventing issues with irreconcilable or overdue payments. This policy has been in effect since 2015.

#### Exceptions:

For New Zealand customers ordering hardware, or for orders over \$2,000, we may offer Bank Payment via direct debit (with GoCardless) on the Xero invoice under specific conditions:

1. Direct Debits may take 7-9 business days to process. This can delay orders as our policy mandates shipping only upon receipt of funds.
2. For hardware orders/invoices exceeding \$2000 (in the respective currency), exceptions may be considered for one-off payments. Subscription payments over \$1000/month may also qualify for this exception. All exceptions are subject to authorization by TimeDock management and agreement by the customer via email.

### Automatic renewal

Irrespective of utilisation, *your subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee* (as well as any taxes) using any credit card or other payment mechanism we have on record for you.

*Subscriptions can be cancelled at any time by emailing support@timedock.com and demonstrating the appropriate authority.*

#### **Customs Disclaimer for Hardware**

All hardware, shipped from New Zealand, *may be subject to taxes and duties as they clear customs in the destination country.*

*Customers are responsible for any applicable customs fees, taxes, or duties associated with their orders.* TimeDock is not responsible for such charges and advises customers to consult local customs regulations to understand potential charges prior to placing an order.

### **3. Copyright Infringement and DMCA Policy**

As TIMEDOCK asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by timedock.com violates your copyright, you are encouraged to notify TIMEDOCK. TIMEDOCK will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. TIMEDOCK will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of TIMEDOCK or others. In the case of such termination, TIMEDOCK will have no obligation to provide a refund of any amounts previously paid to TIMEDOCK.

### **4. Intellectual Property**

This Agreement does not transfer from TIMEDOCK to you any TIMEDOCK or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with TIMEDOCK. All graphics and logos used in connection with TIMEDOCK, or the Website are trademarks or registered trademarks of TIMEDOCK or TIMEDOCK's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any TIMEDOCK or third-party trademarks.

### **5. Changes**

TIMEDOCK reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. TIMEDOCK may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## **6. Termination**

TIMEDOCK may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your TIMEDOCK Trial account (if you have one), you must notify the intention in writing, accompanied with appropriate proof of authority as may be requested by TIMEDOCK. Notwithstanding the foregoing, if you have a paid Services account, such account can only be terminated by TIMEDOCK if you materially breach this Agreement and fail to cure such breach within thirty (30) days from TIMEDOCK's notice to you thereof; provided that, TIMEDOCK can terminate the account immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **7. Fair Use**

TIMEDOCK considers all expressions of "unlimited use" subject to its fair use policy. Fair use means within practicable reason at the final and not unreasonable discretion of TIMEDOCK. Typically usage aimed at the original intention of the service is considered fair use. Other non-intended uses of our services may be more likely to fall under the unfair-use category. For example if a company of 10 employees creates 10 account users that can access data online, this would be considered "fair use". On the contrary, a company that has 10 employees creates 100 users that can access data online then it may be questionable whether this is considered "fair use". Additionally, "unlimited" and "fair use" does not give rights or permissions to use seemingly unlimited resources with the intention of exploitation of the seemingly unlimited resources.

## **8. Disclaimer of Warranties**

The Website is provided “as is”. TIMEDOCK and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither TIMEDOCK nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. If you’re actually reading this, here’s a treat. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

## **9. Limitation of Liability**

In no event will TIMEDOCK, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to TIMEDOCK under this agreement during the twelve (12) month period prior to the cause of action. TIMEDOCK shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## **10. General Representation and Warranty**

You represent and warrant that (i) your use of the Website will be in strict accordance with the TIMEDOCK Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from New Zealand or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

## **11. Indemnification**

You agree to indemnify and hold harmless TIMEDOCK, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys’ fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

