

DESKTIME BETA PROGRAM TERMS

Thank you for being a part of DeskTime Beta Program!

The following Beta Program terms and conditions (the “**Terms**”) govern the use of the DeskTime Beta Program (“**Beta Program**”). If you are a client (account owner) (“**Client**”) of DeskTime services (“**Services**”) and you have agreed to be a part of the Beta Program, these Terms are applicable to you and any end-users, which are registered in your DeskTime account (“**Users**”).

These Terms apply together with the DeskTime [Agreement](#), [Privacy Policy](#), and other terms, which are applicable to you as a Client, and may be amended from time to time. If you do not agree to these Terms or any part of it, please do not use the Beta Program.

1. Beta Program

- 1.1. The Beta Program is a testing phase, pilot or limited preview for new features and improvements of Services, which DeskTime may provide to Clients from time to time. The purpose of the Beta Program is to provide a pre-release version of all or part of our Services, helping us analyze, identify issues and gather feedback prior to releasing the new feature publicly.
- 1.2. Beta Program is available to Clients with active subscription plan and is provided on a voluntary basis. There are no additional charges or fees associated with the use of Beta Program and the payments and fees applicable to the Client shall not change due to the use of the Beta Program.
- 1.3. Participation in the Beta Program can be enabled and disabled in the account settings on DeskTime by the company owner or company admin. Beta Program will be enabled for all Users registered with the Client’s account.
- 1.4. Due to its pre-release and testing nature, Beta version may contain minor errors, bugs, or malfunctions that have not yet been identified or resolved. Consequently, the Client may experience occasional system interruptions, unexpected behavior, or minor data inconsistencies. By participating in the Beta Program, the Client acknowledges and accepts these potential issues and agrees to use the Beta version with understanding and caution.

2. Feedback Requirement

- 2.1. By participating in the Beta Program, the Client agrees to provide timely, accurate, and constructive feedback on the use of Beta version. Feedback shall be provided upon receiving request from DeskTime or at any other moment, if the Client wishes to express it on its own initiative.
- 2.2. Feedback shall include reports on bugs, usability issues, performance issues, and suggestions for improvement. DeskTime may collect feedback in various means, such as e-mails, pop-up surveys and other communication means.
- 2.3. The Client agrees and authorizes DeskTime to collect and process feedback from Users registered on Client’s account. This authorization includes permission to DeskTime for contacting Users to collect anonymous reports and other information as may be required for the feedback.

3. Intellectual Property Rights

- 3.1. All intellectual property rights in and to the Beta version of the Services are and will remain the exclusive property of DeskTime.
- 3.2. By providing feedback, you grant us a worldwide, perpetual, irrevocable, royalty-free license to use, modify, and incorporate the feedback into our Services without any obligation to you.

4. Disclaimer

- 4.1. The Beta Program is provided "*as is*" and "*as available*" without any warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. The use of Beta Program is at the sole risk and discretion of the Client.
- 4.2. DeskTime does not guarantee that the Beta version will be free from bugs, errors, or interruptions, or that it will meet Client's requirements. The Client acknowledges that it is solely responsible for any damage to any computer systems and/or loss of data that results from the use of Beta version.

5. Limitation of Liability

- 5.1. To the fullest extent permitted by applicable law, in no event will DeskTime be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your participation in the Beta Program or your use of the Beta version.
- 5.2. Limitation of liability and indemnification in relation to the use of Beta Program shall be governed by the DeskTime [Agreement](#).

6. Confidential Information

- 6.1. The Client and/or the Users acknowledges that, during the participation in the Beta Program, the Client and/or the Users may have access to confidential information regarding the Services, including but not limited to new features, developments, improvements of the Service. Such information shall be kept confidential and not disclosed to any third party without our prior written consent of DeskTime.
- 6.2. The obligation to protect confidential information will survive the termination of these Terms and your participation in the Beta Program.

7. Term and Termination

- 7.1. These Terms will apply from the date you accept them and will continue until the end of the Beta Program unless terminated earlier by us.
- 7.2. DeskTime reserves the right to terminate Client's participation in the Beta Program at any time, with or without cause, and without prior notice. The Client may also terminate the participation in the Beta Program at any time by notifying DeskTime or disabling the Beta Program.

8. General Provisions

- 8.1. We may modify these Terms at any time by posting the amended Terms on our website. Your continued participation in the Beta Program after such changes constitutes your acceptance of the new Terms.
- 8.2. Any terms not specifically addressed herein shall be governed by the DeskTime Agreement and other applicable terms of service, which remain in full force and effect.
- 8.3. These Terms will be governed by and construed in accordance with the laws of the jurisdiction in which the company is headquartered, without regard to its conflict of law principles.

Effective as of September 4, 2024.