

Terms of Service

The following terms and conditions (the “Agreement”) govern all use of the DeskTime.com website (the “Site”) and the services available on or at the Site (taken together with the Site, the “Service”). The Service is real-time time tracking service that analyzes productivity. The Service is owned and operated by Fast Brands LLC (“DeskTime”).

If you are a company, organization, institution, head of group of people, etc. (mostly the one who pays for the Service), you are referred to as a “Client”. If you are the end-user of the Service, you are referred to as a “User”. The Agreement is binding to DeskTime and to you (Client and/or User).

The Service is offered subject to your acceptance of the Agreement and all other operating rules, policies and procedures that may be published from time to time on the Site by DeskTime – including, without limitation, Privacy Policy and others. If you do not agree to the Agreement or any part of it, do not use the Site and the Service.

1. REGISTRATION

In order to enjoy all the benefits of DeskTime, you must register on the Site (including by filling-out all required personal information). You may cancel your subscription at any time. To complete registration, you shall provide an email address and a password. Before the use of the Service, you will need to download and install the software on all of your workstations. You shall never use another's DeskTime account without permission from that User. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify DeskTime immediately of any breach of security or unauthorized use of your account. Although DeskTime will not be liable for losses caused by any unauthorized use of your account, you may be liable for the losses of DeskTime or others due to such unauthorized use. This Agreement is void where prohibited by law, and the right to access the Service is revoked in such jurisdictions.

DeskTime may change, suspend or discontinue the Services, fees, charges, etc. at any time, including the availability of any feature. DeskTime may also impose limits on certain features and Services or restrict User's access to parts or all of the Services without notice or liability. You certify to DeskTime that you have full power and authority to enter into the Agreement and if registering on behalf of a company or other entity, that you have been conferred full authority to bind your principal or company. If you are an individual (i.e., not a company), you shall be at least 18 years of age. You also certify you are legally permitted to use the Service, and you take full responsibility for the selection and use of the Service.

2. USE OF THE SERVICE

You hereby acknowledge that you shall use the Service solely for lawful purposes and complying with the Agreement. Violation of any of the terms will result in the termination of your account. DeskTime will not be responsible for the content posted on the Service. You agree to use the Service at your own risk. The Service is provided on an “as is” and “as available” basis. DeskTime shall not be liable on any age restrictions to apply to the use of the Service. You acknowledge that you have the required legal capacity to use the Service and be liable on execution of the Agreement. You must not violate any laws in your jurisdiction.

If you do not comply with these provisions or abuse the Service, DeskTime has a full discretion to delete or block your account at any time, without prior notice and explanation and as a contractual penalty to retain the amount you paid for the Service. In this event you shall not have the right for compensation, or receipt of any compensation for your purchases at DeskTime.

You agree that you will not: impersonate any person, violate any local, state, or national law through or on the Service; harass people through or on the Service; collect or store data about other people using the Service; use any device, software or routine to interfere or attempt to interfere with the Service; take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service; use the Service in any manner other than as expressly authorized in the Agreement; reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of the Service, including use of the Service, or access to the Service.

3. MODIFICATIONS

DeskTime reserves the right, at its discretion, to modify this Agreement, the Service, fees, charges, terms, etc. at any time. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Service by you following such modification constitutes your acceptance of changes as modified.

4. PAYMENTS AND FEES

DeskTime may save your credit card and/or PayPal information and use it for all future charges, which will automatically be charged, unless you notify us. For recurring fees, DeskTime will charge your credit card each month. When Client use a Service that has a fee, the Client will be charged then current fees, which we may change from time to time. DeskTime reserves the right to change its billing methods.

By filling your payment information through the Site, you are confirming that you are legally entitled to use the means of payment tendered and, in the case of card payments, that you are either the cardholder or have the cardholder's express permission to utilise the card to effect payment.

The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of Service, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions

will be made. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on your next billing cycle. A new billing cycle starts every month on the first date and ends with the last day of the month.

We may refuse to process a transaction for any reason or refuse the Service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of refusing or suspending any transaction after processing has begun. Unless otherwise stated, all fees and payments are quoted in U.S. Dollars. The User is responsible for paying all fees, payments and applicable taxes associated with our Site and Services.

If you cancel your subscription or your account is deleted, DeskTime will not refund any fees that may have accrued before the termination.

5. LIMITATION OF LIABILITY

You expressly understand and agree that DeskTime (and its officers, directors, agents, subsidiaries, joint ventures and employees) shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from the use or the inability to use the Service; the cost of procurement of substitute services resulting from any data, information or Services purchased or obtained or messages received or transactions entered into through or from the Service; unauthorized access to or alteration of your transmissions or data; statements or conduct of any third party on the Service; or any other matter relating to the Service.

DeskTime does not warrant that: (i) the Service will meet your specific requirements, (ii) the Service will be uninterrupted, timely, or error-free, (iii) the results that may be obtained from the use of the Service will be accurate or reliable, (iv) the quality of any Services, information, or other material purchased or obtained by you through the Service will meet your expectations.

Any claim arising out of or related to use of the Service shall be filed to DeskTime within 90 days after the claim or cause of action accrues, otherwise it will be considered that you have no claims.

To the fullest extent permitted by law, and notwithstanding any other provision of the Agreement, the total liability, in the aggregate, of DeskTime (and its officers, directors, agents, subsidiaries, joint ventures and employees and any of them) to the Client and its Users and/or anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Service or the Agreement from any cause or causes shall not exceed the total compensation received by the DeskTime under this Agreement in the 12 months preceeding the cause of the action, or the total amount of USD 1000, whichever is lower. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6. INDEMNITY

You will indemnify and hold DeskTime (and its officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim, complaint, demand or damage including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party. You are financially liable for any of your activities, which infringe or may infringe against the rights of any third party.

7. TRADE MARKS

If you use any of our trade marks in reference to our Services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks in or as the whole or part of your own trade marks; in connection with activities or Services which are not ours; in a manner which may be confusing, misleading or deceptive; or in a manner that disparages us or our information, products or Services (including the Site).

All software, visual and textual content, along with DeskTime created texts, scripts, graphics, interactive features and trademarks, service marks and logos are owned by or licensed to DeskTime, and protected subject to copyright and other intellectual property rights under US, EU, foreign laws and international conventions. You may not display or use the DeskTime marks or any intellectual property owed by DeskTime in any manner without DeskTime prior written consent.

8. LAW AND JURISDICTION

If a dispute arises between you and DeskTime, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Any dispute or claim arising out of or in connection with the Agreement or its formation (including non-contractual disputes or claims) shall be governed by the laws of California. The state and/or federal courts residing in California, USA shall have exclusive jurisdiction over any dispute or claim arising out of this Agreement and/or the Service.

9. GENERAL

No agency, partnership, joint venture, employee-employer, franchiser-franchisee relationship, etc. is intended or created by this Agreement.

You acknowledge that you have all necessary permits to grant us with User's personal data to fulfill this Agreement.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement. DeskTime reserves the right at its sole discretion to transfer or assign this Agreement or any right or obligation under this Agreement at any time.