

Terms of Service

DeskTime · SIA DeskTime — Riga, Latvia

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 a real-time time tracking service that analyzes productivity. The Service is owned and operated by SIA DeskTime («**DeskTime**»).

For the purposes of this Agreement, «**Client**» is the individual or legal entity that subscribes to the Service and is responsible for the administration of its account, whether directly or through one or more authorized End-Users; «**End-User**» is an individual who is authorized by the Client to access or use the Service under the Client's account.

The Service is offered subject to the Client's 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 the Client does not agree to the Agreement or any part of it, the Client must not use the Site and the Service.

The processing of personal data by DeskTime is governed by the [Privacy Policy](#). Where DeskTime processes personal data on behalf of a Client that is a controller, such processing shall be governed by the [Data Processing Agreement](#), which forms an integral part of this Agreement.

Registration

In order to enjoy all the benefits of DeskTime, the Client must register on the Site (including by filling out all required personal information). The Client may cancel their subscription at any time. To complete registration, the Client shall provide an email address and a password. Before using the Service, the Client will need to download and install the software on all workstations on which the Service will be used. The Client shall never use another's DeskTime account without permission from that End-User. The Client is solely responsible for the activity that occurs on their account, and the Client must keep their account password secure. The Client must notify DeskTime immediately of any breach of security or unauthorized use of their account. Although DeskTime will not be liable for losses caused by any unauthorized use of the Client's account, the Client 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 the Client or the End-User's access to all or part of the Services, without notice or liability. The Client certifies to DeskTime that they have full power and authority to enter into the Agreement and, if registering on behalf of a company or other entity, that the Client has been conferred full authority to bind their principal or company. If the Client is an individual (i.e., not a company), they shall be at least 18 years of age. The Client also certifies that they are legally permitted to use the Service, and the Client takes full responsibility for the selection and use of the Service.

Use of the service

The Client hereby acknowledges that they shall use the Service solely for lawful purposes and in compliance with the Agreement. Violation of any of the terms will result in the termination of the Client's account. DeskTime will not be responsible for the content posted on the Service. The Client agrees to use the Service at their own risk. The Service is provided on an «as is» and «as available» basis.

DeskTime shall not be responsible or liable for any use of the Service by End-Users who do not meet any minimum age required under applicable law, where such use has been authorized, permitted, or facilitated by the Client. The Client acknowledges that they have the required legal capacity to use the Service and be liable on execution of the Agreement. The Client must not violate any laws in their jurisdiction.

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

The Client agrees that they 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 any individual who is not an End-User authorized under the Client's own account;
- 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.

Modifications

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

Payments and fees

DeskTime may save the Client's credit card and/or PayPal information and use it for all future charges, which will be charged automatically unless the Client notifies us. DeskTime will charge the Client recurring fees for each billing period. Please note that the Client will be charged fees applicable at the time of billing. DeskTime reserves the right to change the fees and payment methods at any time. Any changes to fees and pricing shall take effect upon prior notice from DeskTime. If the Client's chargeable payment is below USD/EUR 0.70 or INR 65, a transaction fee will be applied to ensure the minimum amount charged is USD/EUR 0.70 or INR 65.

By entering payment information through the Site, the Client confirms that they are legally entitled to use the tendered means of payment and, in the case of card payments, that the Client is either the cardholder or has the cardholder's express permission to use the card to effect payment.

The Service is billed in advance, and the pre-payment is non-refundable. There will be no refunds or credits for partial months of Service, or refunds for months unused with an open account. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and the Client shall be responsible for payment of all such taxes, levies, or duties.

The Client can choose either a monthly or a yearly billing cycle. With the monthly cycle, the Client will be charged month to month, and with the yearly cycle, the Client will be charged once each year. A new monthly cycle starts on the first day of the month and ends on the last day. The yearly billing cycle begins on the day the Client subscribes or when the free trial expires, and ends on the same day of the following year. For any plan-level update, we will immediately charge the difference in plan cost, prorated for the remaining time in the Client's billing cycle. For any downgrade in plan level, we will automatically charge the Client the new rate on their next billing cycle.

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 the Client or any third party for refusing or suspending any transaction after processing has begun. Unless otherwise stated, all fees and payments are quoted in U.S. Dollars. The Client is responsible for paying all fees, payments, and applicable taxes associated with our Site and Services.

If the Client cancels their subscription or their account is deleted, DeskTime will not refund any fees that may have accrued before the termination.

30-day money-back guarantee: If the Client is not satisfied with our Service, they shall email DeskTime within 30 days of the date the Client created their account, and we will refund the full cost of the Client's purchase. The Client should include the reason for their dissatisfaction. The Client's refund will be processed, and a credit will automatically be applied to their credit card or original payment method, generally within 7 working days after the Client's request is approved.

Notwithstanding anything to the contrary in this Agreement, DeskTime may, at its sole discretion, provide full or partial refunds, credits, discounts, or other forms of compensation in individual cases. Any such decision shall be made on a case-by-case basis and shall not create any obligation or precedent for future refunds, credits, discounts, or compensation.

Discounts and Promotions

DeskTime may, from time to time, offer discounts, promotional offers, coupon codes, credits, loyalty benefits, or other special pricing arrangements. Such offers may be subject to additional eligibility criteria, conditions, restrictions, validity periods, and usage requirements specified by DeskTime. Unless expressly stated otherwise, discounts and promotional offers cannot be combined with other discounts, promotions, or special pricing arrangements.

DeskTime reserves the right to reject, suspend, modify, withdraw, or terminate any discount, promotional offer, coupon code, credit, or special pricing arrangement if the applicable conditions are not met, are no longer met, or are abused, circumvented, or used contrary to their intended purpose.

Discounts and promotional offers are temporary in nature and do not create any right or legitimate expectation to receive the same or similar discounts, promotional offers, credits, or special pricing arrangements in the future.

Limitation of liability

The Client expressly understands and agrees 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 the Client's 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 the Client's 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 the Client through the Service will meet their expectations.

Any claim arising out of or related to use of the Service must be filed with DeskTime within 90 days after the claim or cause of action accrues. Failure to do so will be deemed a waiver of the claim.

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 End-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 preceding 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.

Indemnity

The Client 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 the Client's breach of this Agreement, or the Client's violation of any law or the rights of a third party. The Client is financially liable for any of their activities that infringe or may infringe on the rights of any third party.

Trademarks

If the Client uses any of our trademarks in reference to our Services, they must include a statement attributing that trademark to us. The Client must not use any of our trademarks in or as the whole or part of their own trademarks; 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 DeskTime or DeskTime's information, products or Services (including the Site).

All software, visual and textual content, along with DeskTime-created texts, scripts, graphics, and interactive features, as well as 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, and other applicable foreign laws, and international conventions. The Client may not display or use the DeskTime marks or any intellectual property owned by DeskTime in any manner without DeskTime's prior written consent.

Law and jurisdiction

If a dispute arises between the Client and DeskTime, we strongly encourage the Client to first contact DeskTime directly to seek a resolution.

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 the Republic of Latvia. Any dispute or claim arising out of or in connection with this Agreement or its formation (including non-contractual disputes or claims) shall be resolved by a court located in the Republic of Latvia.

General

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

Effective as of October 1, 2026.