

# General Terms and Conditions

## Version 3.1

### Effective 12th May 2022

The services and offers as well as all agreements concluded between the Customer and TimeTac GmbH shall be governed exclusively by these Terms.

TimeTac GmbH only enter into a contract with entrepreneurs. Therefore, the statutes of the Austrian consumer protection law (KSchG) are not applicable.

## § 1. Definitions

“Agreement” refers to this General Terms and Conditions document.

“Account” refers to Customer’s company specific access to the System, including all user accounts within.

“Customer” refers to the organisation and its employees, agents and representatives which receive the Services within this Agreement.

“Party” refers to the Customer or Provider in singular form, whereas “Parties” refers to both the Customer and Provider.

“Provider” refers to the company TimeTac GmbH, its employees, agents and representatives, which provide the Services within this Agreement. Contact data can be obtained from the Imprint (<https://www.timetac.com/en/company/imprint/>).

“Seat” only applies to the Annual Subscription (§ 6.2) described in this document. Seats are the number of possible Billable Users in the Account. A Seat can only be used by one Billable User per month.

“Service” refers to the offerings of Provider as a company, including Software, Systems and the efforts of employees, agents and representatives.

“Service Period” refers to the time frame during which the Software can be used by the Customer.

“Software” refers to the web application provided under the web address of go.timetac.com.

“System” refers to the collection of applications and devices that Provider offers, including the Software, smartphone applications, hardware time clocks and Application Programming Interface (API).

“User” refers to a user account within the Customer’s Account. A “Billable User” is a User that is activated in Software for more than 5 days in a calendar month.

## § 2. General Provisions and Applicability

Provider offers its Customers the use of time tracking and attendance on the website [go.timetac.com](http://go.timetac.com), including adjoining Services.

Internet access is required in order to use the Systems. Please note that internet access is not provided by Provider.

The acceptance of this Agreement may only be carried out by authorised persons of the Customer.

The Agreement applies to all Services which are supplied to the Customer by Provider, as well as any future business transactions between the contracting Parties. Conditions of the customer which conflict with or deviate from these terms are not applicable unless the Provider has explicitly agreed to their validity in writing.

Customer agrees and consents to receive electronically all communications, agreements, documents, notices and disclosures that Provider provides in connection with Account.

These communications include:

1. Agreement and policies Customer agrees to, including updates to this Agreement or these policies;
2. Account details, history, transaction receipts, confirmations, invoices, and any other Account or transaction information;
3. Legal, regulatory, and tax disclosures or statements Provider may be required to make available to Customer;
4. Responses to claims or inquiries filed in connection with Customer's Account.

Provider will provide these Communications to Customer by emailing them to the contact email address listed in Account Management as Contact Person.

It is the responsibility of Customer to provide Provider with a true, accurate and complete e-mail address, contact information and billing information. Customer can review and update such information directly within the Account.

## § 3. Free Trial

The Customer may test the Account for period of 30 days without charge. There are no obligations or costs for the Customer when signing up for a free Trial Account.

After the Trial period of 30 days, no further use is possible unless the Trial period has been extended by Provider. A further 30 days after the expiry of the possibly extended Trial period, the Trial Account including the data collected with it will be deleted.

Provider may, in its sole discretion, refuse to allow Customer to establish a Trial Account, or limit the number of Trial Accounts that Customer may establish and maintain at any time.

## § 4. Conclusion and Termination

The conclusion of the contract and thus a transfer to a paid, full version of the Account come about with the optional acceptance of a written Quotation, as well as the mandatory activation of the

System by entering the complete company and payment data within the Software. The payment of the full version begins with the day of the conclusion of the contract, unless otherwise agreed in writing.

The Agreement for usage of the paid Account is drawn up for an indefinite period of time.

The contract can be terminated according to the following conditions:

- Monthly Subscription: The agreement can be terminated on the last day of any given month, providing a period of at least seven days' notice is given
- Annual Subscription: The agreement can be terminated on the last day of the Service Period, providing a period of at least 30 days' notice is given. If a notice of termination adhering to this period of notice is not given, the term is automatically renewed for a further calendar year.

Termination of Agreement can be executed as follows:

- Via e-mail to [billing@timetac.com](mailto:billing@timetac.com)
- In writing (recorded letter) to the registered postal address, which can be found within the Imprint (<https://www.timetac.com/en/company/imprint/>).

After termination of the Agreement, all open costs will be billed to the Customer. These costs will be in the form of a final invoice and payment is due promptly. Provider reserves the right to terminate Agreement for serious violations (misuse, unauthorised reselling etc.) with immediate effect.

## § 5. Pricing

The prices on the website page [www.timetac.com/en/pricing](http://www.timetac.com/en/pricing) always apply unless an individual quotation has been provided. The quoted prices for all products and Services are to be considered net.

Provider expressly reserves the right to change the listed prices during the Agreement period, exclusively for inflation adjustment.

In the event the contract contains a currency other than the Euro, the provider expressly reserves the right to change the listed prices subject to currency fluctuations.

Customer is responsible for taxes, VAT, import duties and import taxes. Customer is obliged to provide their tax number.

## § 6. Payment and Billing

Upon entering into this agreement, the customer can choose between two terms of subscription according to § 6.1 or § 6.2 of this agreement.

### § 6.1 Monthly Subscription

The Provider calculates the costs at the end of each calendar month according to the number of Billable Users within the Account and the module assigned to the User. The Service Period is the calendar month of the invoice date. Payment can only be made by credit card or SEPA Direct Debit.

One-off costs, such as hardware or services, are billed separately.

## § 6.2 Annual Subscription

Upon entering into this Agreement, or changing from Monthly Subscription (§ 6.1) to Annual Subscription, the Customer picks a number of Seats per module. The cost for the selected Seats and modules is billed for a Service Period of one year in advance.

In case more than the billed Seats are needed, those Seats are billed pro-rata for the remainder of the Service Period, beginning with the start of the month in which the additional Seats are occupied. The costs are billed at the end of the month. The amount of additionally required seats is calculated on the basis of the number of Billable Users.

One-off costs, such as hardware or services, are billed separately.

The provider does not reimburse for unoccupied Seats. The number of seats purchased in the invoice at the beginning of the Service Period, as well as any additional Seats purchased during the Service Period, can be used until the end of the Service Period. In case of automatic renewal of the Annual Subscription, the number of Billable Users at the end of the current Service Period will be taken as the number of required Seats for the new Service Period.

In case the total amount due for the Annual Subscription is higher than €2,000 (excl. VAT), payment must be made in advance by bank transfer before usage of the Software may begin. For pro-rata payment of additional Seats and for the payment of one-off costs, a credit card or SEPA Direct Debit mandate must be entered into the Account Management in TimeTac.

## § 6.3 General Payment Terms

If Customer pays via credit card or SEPA Direct Debit, Customer is responsible for ensuring that valid payment details are entered within the Software. Anyone using a credit card or SEPA Direct Debit represents and warrants that they are authorised to use the payment method, and that any and all charges may be billed to that credit card or bank account and will not be rejected. If a debit of payment is not possible due to a fault of the Customer, Provider reserves the right to charge additional costs and interest on arrears to the customer. Interest on arrears are agreed according to company interests in § 456 UGB (Austrian Commercial Code).

Changing from Monthly Subscription (§ 6.1) to Annual Subscription (§ 6.2) or vice versa can be done at the end of every month (for Monthly Subscription) or at the end of the Service Period (for Annual Subscription).

The generated invoice contains a detailed list of all Services, and is automatically sent via e-mail.

Payment of the invoice is made according to the payment method or methods made available by Provider in the country of the customer.

Should Customer fall into arrears with payments more than fourteen (14) days, Provider shall be entitled to deactivate access to Systems, terminate the Agreement and service the outstanding claims.

## § 7. Terms of Use

Provider provides the Customer with the System to cover the functionality described in § 8 (Software Scope) in such a way that the use of the functionalities is possible by the Customer. In the course of

this Agreement, Provider does not grant the Customer the right to reproduce, edit, pass on or in any way modify the Software on the part of the Customer.

The Customer is obliged to protect the access data for the Account from the unauthorised knowledge of third parties. Customer is responsible for maintaining adequate security and control of any and all IDs, passwords, user identification numbers, API keys or any other codes that are used to access Account. Customer will immediately notify Provider of any unauthorised use of Customer's Account. Provider is not responsible for any losses due to stolen or hacked passwords in the area of influence of the Customer.

The Customer is prohibited from misusing the Systems of Provider. The Customer ensures that they will use no devices or equipment, software or other data in a manner which will result in changes to the Software or affect the availability of the System.

If the Customer violates these Terms of Use, the Provider shall deprive the Customer of the right to continue to use the Systems without reimbursement of any costs.

## § 8. Software Scope and Availability

Unless otherwise contractually agreed, the scope of services of the Software is described in Appendix 1 (Scope of Services). The Provider is entitled to change the agreed scope of the Software at any time, if this results in an improvement of the Software concerned, a change in the legal situation requires such changes, such a change due to practical experience is appropriate or if the change is customary and taking into account the mutual interests of the Customer is reasonable.

If Provider supplies any additional, complimentary Software or any other Service within the Quotation, then this can be withdrawn at any time and will pose no future obligation.

## § 9. Data Protection

Protection and security of data is an essential interest of both Parties. How data is processed is detailed in the Data Processing Agreement.

A general oversight on how data is processed and what measures Provider takes to ensure the protection and security of Customers data can be found in the [Security and Data Protection](#) section of the Provider's website.

## § 10. Duty of Inspection and Notice of Defects

The Customer is obligated to monitor the Software for obvious defects that are immediately noticeable to an average Customer and to report any defects within 2 weeks of commissioning with a detailed defect description.

Non-obvious defects must be reported by the Customer no later than 2 weeks after detection.

In the event of a breach of duty to inspect and to give notice of defects, the Software shall be deemed accepted in view of the defect in question.

## § 11. Liability

Provider is not liable for damages caused by third parties, acts of nature (e.g. fire and water damages, direct or indirect lightning strike) or actions made by the Customer and their employees.

Provider refuses to accept any liability for lost profit, consequential damages, immaterial damages, unrealised savings, interest losses, financial losses and claims made by third parties on the basis of product liability.

Provider is also not liable for the contents, correctness or completeness of data passed on by the Customer.

Provider takes no responsibility that the System provided will meet all requirements set by the Customer or will achieve the desired economic success.

Provider takes no responsibility for slight negligence. Provider takes responsibility for gross negligence. The maximum amount guaranteed is restricted to the stipulated annual fee or the agreed licence fee.

In the event Provider additionally resells hardware to the Customer, the warranty for this hardware is limited to the warranty of the respective manufacturer.

Should the Customer violate any regulation or law during usage of the Software, the Customer shall indemnify and hold Provider harmless from all resulting claims of third parties.

## § 12. Compliance with Laws

Customer warrants that the use of Systems and all entered and uploaded data will comply with all applicable laws and regulations and will not damage the rights and freedoms of others.

If Customer's organisation is located in the European Union, or Customer provides access to Systems to anybody in the European Union, Customer understands and will adhere to the responsibilities as a Controller, outlined in the General Data Protection Regulation, and will complete Provider's Data Processing Agreement.

## § 13. Copyright Law

The Software and all additionally provided material remain the sole material and intellectual property of Provider. Should Provider in the duration of this Agreement make changes to the Software, then all resulting modifications remain copyrights and rights of use of Provider.

## § 14. Amendments to the Agreement

Provider reserves the right to alter the Agreement. The Customer will be informed about any new alterations in written form and given a period of two weeks to raise any complaints or concerns after receiving the alterations. If Provider does not receive an objection in written form from the Customer, then the new version of the Agreement will come into effect.

## § 15. Final Provisions

The place of jurisdiction is Graz, Austria. Place of performance is also Graz.

The contractual relations of the contracting Parties are governed exclusively by Austrian law, excluding its conflict of law rules. The application of the UN Convention on Contracts for the International Sale of Goods is explicitly excluded.

The contracting Parties agree to the validity of the contracts in written form.

Should any of the provisions in the Agreement be ineffective or void in part or in whole, then the contracting Parties agree to stipulate a provision that comes closest to the meaning and purpose of the ineffective or void provision.

The contracting Parties expressly waive the right to contest more than half of contracts for error or curtailment.

This version of the Agreement supersedes any previous version, including Appendices.

## Appendix 1 - Scope of Services

### 1. Product Description

TimeTac is a modular time tracking system and distributed as SaaS (Software as a Service). The SaaS model is based on the premise that software and IT infrastructure are maintained by an external IT provider and used by the customer as a service.

Access to the software is gained via modern web browsers or apps. The SaaS model saves customers most of the operating cost; acquisition cost is eliminated altogether. The service provider maintains all IT administration and routine services like backups and maintenance.

TimeTac is offered as modules for Employee Time Tracking, Project Time Tracking, Leave Management, Shift Planning and TimeTac Health. A number of possible configurations and modules allows for perfect optimisation to your needs.

#### 1.1. TimeTac Employee Time Tracking

TimeTac Employee Time Tracking is the perfect solution for easy, cost-effective and secure time tracking. Attendance as well as breaks can be tracked and differentiated between a maximum of 10 different, customisable tasks. Employees can review their working hours in a clear calendar or list view.

Thanks to a multitude of data export options, TimeTac is easily incorporated in existing operations systems, such as bookkeeping.

The Timesheet Report of TimeTac's Employee Time Tracking module is used as basis for payroll. Each employee is assigned a customisable work schedule. All work schedules can be configured according to regulations such as core times, overtime rules, and comp time. Employees can check their Timesheet Report and confirm it to their managers.

Managers and administrators have the permission to see their employees' work hours and can always correct them or sign them off for payroll.

The most important features:

- Effective time tracking for up to 10 different tasks
- Intuitive use in web on PC/Mac, in apps on mobile devices or via terminals
- Customisable work schedules including overtime premiums etc.
- Useable with any type of employment (full time, part time, hourly wages etc)
- Rules for overtime premiums according to predefined periods
- Flexible break regulations to adhere to work laws and internal limits
- Optimal oversight with the Timesheet Report
- Status overview with live view of employee status
- Extensive reporting options included
- Plenty options for data export available (.pdf, .xls, .csv, .xml)



## 1.2. TimeTac Leave Management

With the module Leave Management TimeTac delivers all the functionality needed for efficient management of requests for leave, comp time, sickness absence or other absences. The functionalities are integrated perfectly into the solution and therefore intuitive to use and give clear oversight of all absences.

Configurable workflows perfectly follow your internal processes for requesting and approving all types of leave. Those workflows can be set up for each department level, can be different for different types of leave and can depict different levels of approval.

Especially helpful is the calculation of leave entitlement depending on your predefined rules. Calendar overviews and department as well as team calendars allow for quick and easy oversight of existing absences and thus processing of requests. On the basis of individual configurations TimeTac can be perfectly shaped to help your internal processes.

The most important features:

- Tracking of leave, comp time, sickness absence and other absences
- Automatic calculation of leave entitlement with different intervals
- Free definition of other absence types according to the requirements
- Many customisation options in terms of workflow, requests, naming, colour coding etc.
- Workflow management for requesting and processing leave requests based on absence types and department workflows
- Public holiday templates for almost all countries internationally (to be extended upon request)
- Extensive reporting and data export included (.pdf, .xls, .csv, .xml)
- Integration of leave days into other calendar tools via export and automatic updates
- Intuitive use in browsers on PC/Mac or mobile via apps on smartphones and tablets

## 1.3. TimeTac Project Time Tracking

TimeTac's Project Time Tracking is the perfect solution for complex, project-related time tracking. Intuitive handling and clear project structure simplify the display of complex project structures without system side limits.

Define project leaders, assign projects to clients, factor in cost and revenue, and restrict access – many more parameters exist for each project and task.

Simple options for controlling your expenses and time worked on certain tasks are available.

Multiple extensive and differently structured reports allow for oversight on a micro and macro level. These also show what employees currently work on to better keep tabs on progress.

The most important features:

- Exact tracking of project hours
- Flexible definition of project and task hierarchies
- Assignment of project leaders with more permissions
- Restriction for confidentiality and oversight
- Functions for project controlling based on planned data, revenue and cost

- Project planning to assign resources depending on workload
- Extensive reporting and statistics options
- Many types of exports and/or possible imports via API/interface
- Additional configurable fields for tracking other parameters (such as internal IDs)
- Client logins to view predefined reports at any time
- Use of NFC to simplify the tracking on mobile devices
- Intuitive use in browsers on PC/Mac or mobile via apps on smartphones and tablets
- Project time tracking also available on mobile terminals

#### 1.4. TimeTac Shift Planner

With TimeTac employees and shifts can be planned ahead to different locations from your headquarter. The shift planner allows for flexible planning of your personnel requirements: Assign employees to daily or weekly shifts, however long you need them.

The Shift Planner is a perfect addition to both the Employee Time Tracking and Project Time Tracking module to see not only how much time was worked, but also how much was planned. If you further combine it with Leave Management you will be warned of planned absences when planning shifts.

Employees receive access to their planned shifts in web browsers and on apps for the mobile devices on iOS and Android. Of course you can also export a PDF of created shifts to print or send out.

The most important features:

- Create different locations for planning
- Assignment of employees to certain locations and responsible planners
- Define templates for recurring shifts
- Differentiate certain shifts to work on specific tasks
- Safely plan your shifts before deciding to publish them
- Employees see their shifts online and in the mobile app
- Export shifts planned as PDF
- Combine with Employee Time Tracking to be warned of work hour limits and other regulations
- Combine with Leave Management to see who will be available to take on shifts

#### 1.5. TimeTac Health

With TimeTac Health, employees' 3G evidence can be captured on the move and securely documented for legal proof.

Employees record their current 3G status on the go with the TimeTac app. This requires an EU-compliant certificate on paper or in digital form (PDF or image file). The data is read and transmitted to the TimeTac server. The status of the employees is available at any time for proof to the authorities.

TimeTac Health can be used as a separate module. In combination with the Leave Management module, TimeTac Health automatically takes into account whether an employee needs to be checked or not, because he or she is absent or works in the home office. This is a great advantage, as only employees who work on site at the company's premises need to be checked.

The most important features:

- Dashboard for G-Status
- 3G status documentation of employees
- Rights and role concept for access management
- List of employees whose status needs to be checked
- Easy upload of 3G proof for employees via smartphone
- Clear evaluation of 3G status
- Reports filterable by employee, department, team
- In combination with the leave management module: absence and home office days are automatically taken into account

## 2. Included Services

TimeTac offers extensive services during the contract term. These services include the assurance of uninterrupted availability, constant updates and the specified support services. The Service Level Agreement stating the terms will be sent with this document.

## 3. Optional Services

### 3.1. Onboarding Service

During the TimeTac Onboarding Service, an experienced TimeTac employee will actively support you in setting up your account. This includes the detailed record of all your requirements, data import and individual configuration of your TimeTac account. Furthermore, you will be assisted in testing and getting to know the features of TimeTac.

Your benefits:

- Contact person within the company for all your questions;
- Enjoying the know how of an experienced TimeTac expert;
- Less effort in putting together the account;
- Optimal configuration;
- Higher acceptance with your employees upon launch

The onboarding process consists of four parts. The service ends with the Go-Live-phase. Afterwards, the TimeTac support team will help you with any questions regarding the everyday use of TimeTac.

The duration of the Onboarding Process depends on the agreed upon Go-Live-date and is set at the beginning of the process. The Onboarding Service does not include any configurations that exceed the standard set of features within TimeTac.

### 3.2. Interfaces

TimeTac offers integrations to different systems like ERP, CRM, user management, payroll, invoicing, or even single sign on (SSO). Talk to us about your requirements and we will be happy to provide a quote depending on your needs.

TimeTac also offers an application programming interface (API) based on RESTful technology. The TimeTac API is an open interface through which many integrations into existing software landscapes can be built. The TimeTac API is free for our customers and will be set up for you upon request.

### 3.3. Terminal EVO Basic

Simple terminal to track coming/going/break. Terminal is shipped complete with power adapter and wall mount and has a LAN connection.

- Identification via chip (keyfob) or optionally fingerprint
- Display 3.5" colour TFT with touch
- Casing 202 x 109 x 70 mm (LxWxH), IP54 for front
- Connection via TCP/IP: LAN or optionally WiFi, GSM/GPRS

### 3.4. Terminal EVO Advanced

Elegant terminal with several possibilities for parameterisation and functionality. The control panel can be designed to meet different requirements, several options are available. Terminal is shipped complete with power adapter and wall mount and has a LAN connection.

- Identification via chip (keyfob) or optionally fingerprint
- Display 4.3" colour TFT with touch
- Casing 270 x 140 x 80mm (LxWxH), IP54 for front
- Connection via TCP/IP: LAN or optionally WiFi, GSM/GPRS

### 3.5. Terminal Mini

A compact terminal to track time wall mounted or mobile, either standard coming/going/break or project time tracking. The terminal is shipped complete with USB charger. The device can be connected via GPRS/EDGE/HSPA+ or WiFi. A wall mount is also available.

- Identification via chip (keyfob)
- 3.5" colour display with touch
- Casing 104 x 63 x 13,6 mm (LxWxH)
- Connection via mobile data or WiFi

## Appendix 2 - Service Level Agreement (SLA)

### 1. General

This SLA describes the services and availability of the user support as well as the services and availability in technical operation that the customer can expect during the contract term for the use of TimeTac.

### 2. Scope of User Support

The service provider undertakes the responsibility to provide the customer with support while using TimeTac. On behalf of the customer, there shall be defined a maximum of four persons that are entitled to raise a request for support. The following services can be expected by the customer during the contract term:

- Assistance in handling general system functionalities
- Assistance in managing users and their authorizations
- Assistance in analysing data (timestamps, leave requests etc. )
- Assistance with the quality assurance of recorded data
- Adjustments concerning the individual configuration (provided adjustments can be implemented with the aid of standard functions)

Other services, such as the maintenance of individual extensions of functions or APIs, are not included in the continuous support during the contract term.

Further excluded services from user support:

- Correction of errors that result from a way of using TimeTac that does not correspond to the advised manner of usage (as defined in the General Terms and Conditions, during trainings, in the knowledge base or other instructions by the provider)
- Unapproved adjustments of the configuration or the setup, conducted by the customer
- In the case of the customer hindering the provider from servicing the product
- Errors that were caused by other products than TimeTac
- Errors that were caused by the customer and/or result from adjusting, adding or deleting parts of the software or unapproved assignment of user authorizations

### 3. Ticketing and Service Hours

The provider supplies the customer with a support hotline as well as a support email address. All support requests and processes are recorded and handled in a ticketing system.

Support operates on work days: Monday to Friday 09:00-17:00 and Friday 09:00-13:00 (CET/CEST). Legal holidays in Austria are not considered work days.

## 4. Response and Rectification Times

The following table gives an overview of the defined classifications that are conducted by the provider in case of an occurring error. The defined time spans are valid from the acknowledgement of the error on behalf of the provider.

The time spans to react or to rectify an error depend on the severity of the malfunction and are therefore prioritised:

Classification	Criterion	Time to Response*	Time to Rectification*
Level 1 (Critical)	TimeTac is not available	Within 1 hour	Within 6 hours
Level 2 (Medium)	TimeTac is available, but important functions are limited in use	Within 4 hours	Within 7 work days
Level 3 (Non-critical)	TimeTac is available but the usage is slightly affected	Within 24 hours	According to availability of updates

\* These defined time spans refer to the previously mentioned support hours. The time that passes outside of these support hours pause reaction and correction time spans. The correction time span is also satisfied if the customer is provided with a reasonable workaround until a final solution can be presented.

Support requests without a relation to errors of the product itself are dealt with within 6 hours or within a maximum of 3 work days (during support hours), starting from the acknowledgement of the report.

## 5. Availability

The provider ensures an availability rate of 99.9% (an annual average) in which the service is not affected by any down times. Down time defines a time span in minutes that the service is affected by a malfunction corresponding to level 1 (Appendix 2 - Response and Rectification Times). In the case of the network operation or the network integrity being threatened, the provider is entitled to restrict the access to the service. Disturbances that are caused by following incidents are not considered as down times:

- The customer reports an error, although there is none
- Time spans that are used for maintenance work
- Errors that have no relationship to the responsibilities of the provider, such as disturbances caused by DoS-attacks, no connection to the datacenter caused by an unreliable internet connection of the customer

## 6. Backups

The provider creates regular backups of customer data. The backups are encrypted, separated according to mandates and saved in datacenters in Europe.

## 7. Releases and Continuous Updates

Product releases take place in a continuous integration and delivery process. With the aid of these continuous releases, errors are corrected and functionalities are improved or added. In the case of a release expected to have a direct effect on the usage of TimeTac, the customer is informed by email or by notifications. The provider is endeavored to provide the customer with releases in a prompt manner. However, there is no claim on behalf of the customer to the availability of a release at a specific point in time.