

General Terms and Conditions for TimeTac next

Version 1.0

Effective for new Customers: September 1st, 2023

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

General terms and conditions of the Customer shall be applied only if TimeTac GmbH has expressly agreed to them in writing.

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

§ 1. Definitions

“Additional Services with monthly costs” are Timetac services that can be booked optionally for an active account and incur monthly costs.

“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/>).

“Rental Device” refers to hardware and accessories that are provided to the Customer for use in return for payment, but remain the property of the Provider.

“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 applications provided under the web addresses app.timetac.com and any other associated services.

“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 its websites, 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 and hardware which are supplied to the Customer by Provider, whether sold or rented, as well as any future business transactions between the contracting Parties. Conditions of the Customer that conflict with or deviate from these terms are not applicable unless the Provider has explicitly agreed to their validity in writing (E-Mail fulfils the requirement of written form). Furthermore, this Agreement shall also apply if the Provider delivers to the Customer without reservation or accepts the Customer's payment in the knowledge of deviating general terms and conditions of the Customer.

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 TimeTac next account for an individually offered timeframe without charge. There are no obligations or costs for the Customer when signing up for a free Trial Account.

After the Trial period, no further use of the account is possible unless the Trial period has been extended by Provider. A further 14 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, reduce the trial period at any time 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.

Additional services with monthly costs can also be cancelled during an active billing period after a minimum term of 3 months with a notice period of 7 days to the end of the month, irrespective of the cancellation periods listed here. If the system to which the additional services with monthly costs relate is cancelled, the cancellation period is adjusted to the main product. An additional service with monthly costs cannot be purchased without the main product.

Termination of Agreement can be executed as follows:

- Via e-mail to 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 <https://next.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 prices at any time with a notice of 30 days prior to the end of the Service Period. Such notice will always be sent to the contact email address provided by the Customer in the account management of the Software.

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 of annual payment, an invoice may be issued by the Provider, regardless of the payment method chosen by the Customer, which must be settled by the Customer by means of 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

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

The Provider processes all data exclusively on the basis of the statutory provisions [Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), Austrian Data Protection Law - Datenschutzgesetz (DSG), BGBl. I Nr. 165/1999, idgF and Austrian Telecommunications Law - Telekommunikationsgesetz 2021 (TKG 2021)].

The data processing operations are outlined in the Data Processing Agreement (DPA).

§ 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.

Liability claims under data protection law in accordance with Art. 82 GDPR remain unaffected.

§ 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 [Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC], and will complete Provider's Data Processing Agreement.

§ 13. Copyright Law

The Software and hardware in accordance to § 15 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. Retention of title and rental hardware

Any hardware sold by the Provider shall remain its property until payment has been made in full. In the event of breach of contract by the Customer, in particular in the event of default in payment, the Provider shall be entitled to reclaim the hardware. The reclaiming of the hardware by the Provider shall not constitute a withdrawal from the contract unless this is expressly declared in writing by the Provider. The proceeds of realisation shall be credited against the Customer's liabilities, less any reasonable costs of realisation.

The installation and connection of the hardware shall be carried out by the Customer. The Customer shall provide a functioning and stable internet connection to maintain connection with the Provider's Services. The Provider shall provide the Client with all necessary information for the connection of hardware to the Provider's Services.

Hardware rented to the Client remains the property of the Provider. The Customer is responsible for the careful use of the rental equipment. The Customer shall ensure that the rental equipment is used exclusively for the intended purpose as defined by Provider. The Customer shall compensate the Provider for all damage resulting from improper use. The Customer is not entitled to remove, damage, open or otherwise alter any signs, numbers or other markings attached to the rental equipment.

If technical support is required for rental equipment, the Provider's Customer service should be contacted. The Provider decides whether a replacement device or remote maintenance is necessary

for troubleshooting. In the event of a replacement, a functioning device will be sent to the Customer by post within 14 days (postmark). Rental equipment must be returned at the Provider's expense within 14 days of the arrival of a replacement unit including the accessories supplied. The Customer has no right to receive a brand-new device. It is not possible to transfer data stored by the Customer on rental equipment. After termination of the contract, rental equipment including all accessories must be returned within 14 days. Reasonable shipping costs shall be paid by the Provider.

The Customer is not permitted to pledge or assign rental equipment as security. Rights arising from this agreement may not be transferred by the Customer to third parties. The use of rental equipment within the framework of a group of companies is only permitted after consultation with the supplier.

The decision to offer equipment within the framework of purchase or rental is at the sole discretion of the Provider.

§ 16. 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 next is a 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.

The most important functions include:

Live and post-dated time recording

- Start, stop and pause tasks
- Display time trackings in the calendar and list view
- Link time trackings to various tasks
- Start/stop time tracking for other users (depending on authorisation)
- Edit current time trackings
- Summarised overview on the dashboard
- Status overview of colleagues

Absence management

- Enter absences without request / authorisation
- View absences in the team and the entire company (depending on settings)
- Create and cancel absences for other users (depending on settings)
- Assign public holidays (public holiday calendar templates)
- Define holiday entitlement
- Create absence types
- Personal annual calendar / company calendar

Map your organisation

- Create / edit departments
- Assign employees
- Define department heads and deputies
- Create and edit various working time models
- Define working days
- Define target working hours and legally permitted maximum working hours
- Assign / view daily or weekly statutory rest periods for each working time model
- Check compliance with statutory minimum breaks incl. warning in calendar / list

Reports

- Timesheet accounting for individual employees
- Daily/monthly working time balance
- Check compliance with statutory minimum breaks incl. warning Evaluation
- Export of data for admins as .csv

2. Optional Services

2.1. 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

2.2 Terminal Smart

Modern mid-range terminal with large touchscreen. Terminal is shipped complete with power adapter and wall mount and has a LAN connection.

- Identification via chip (keyfob) or optionally fingerprint
- Display 5" colour TFT with touch
- Casing 200 x 109 x 85mm (LxWxH), IP54 for front
- Connection via TCP/IP: LAN or optionally WiFi, GSM/GPRS

2.3. 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 port.

- 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

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 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

Support for TimeTac next is available on the following days at the following times:

- Monday - Thursday 09:00-17:00 (CET/CEST)
- Friday 09:00-13:00 (CET/CEST)

Public holidays in Austria do not count as working days

All support requests are recorded and processed in a ticketing system to map the service & support process.

The channels through which the customer can contact the provider's support differ depending on the support model selected (standard support, premium support, see 3.1 and 3.2).

3.1 Standard Support

Standard support is included in the price of Timetac next by default. Contact with the provider's support team is made via a contact form, which can be found on the provider's website. There are no other contact options, but these can be purchased additionally for a fee (see Premium support).

3.2 Premium Support

You can contact us as part of Premium Support via the contact form as well as by email, telephone and live chat. The email address and telephone number are provided in your TimeTac account.

Premium support is billed as an additional service with monthly costs and can be cancelled within the cancellation periods defined under §4.

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 and stored separately for each client in a data centre within the European Union or in a secure third country with an equivalent level of protection (see Art. 45 GDPR).

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.