



TERMS OF SERVICE

Acceptance of Terms

EASY Software Solutions, LLC (referred to here as “timeshEASY”) provides its Service (as defined below) to You through its web site located at www.timeshEASY.com and subdomains of timesheetsareeasy.com (the “Site”), subject to this Terms of Service agreement (“TOS”). By accepting this TOS or by accessing or using the Service or Site, You acknowledge that you have read, understood, and agree to be bound by this TOS. If You are entering into this TOS on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these TOS, in which case the terms “You” or “Your” shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with these TOS, You must not accept these TOS and may not use the Service.

TimeshEASY may change this TOS from time to time without prior notice. You can review the most current version of this TOS at any time at <http://www.timeshEASY.com/terms>. The revised terms and conditions will become effective upon posting and if You use the Service after that date, we will treat your use as acceptance of the revised terms and conditions. If any change to this TOS is not acceptable to You, your only remedy is to stop accessing and using the Service.

Description of Service

The “Service” includes the timeshEASY web based timesheet tool, tools and services provided through the Site, and all software, data, text, images, sounds, video, and content made available through the Site or services (collectively referred to as the “Content”). Any new features added to or augmenting the Service are also subject to this TOS.

General Conditions/ Access and Use of the Service

Subject to the terms and conditions of this TOS, You may access and use the Service only for Your internal business purposes as contemplated by the Agreement. You shall not (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as expressly permitted by this TOS; (b) use the Service to process data on behalf of any third party, or (c) use the Service in any unlawful manner or in any manner that interferes with or disrupts the integrity or performance of the Service and its components.

Subject only to the limited right to access and use the Service expressly granted to You under this TOS, all rights, title and interest in and to the Service and its components will remain with and belong exclusively to TimeshEASY. You shall not modify, adapt or hack the Service to falsely imply any sponsorship or association with TimeshEASY, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks.

You are responsible for all information, data, text, messages or other materials that You post or otherwise transmit via the Service. You are responsible for maintaining the confidentiality of Your login and account and are fully responsible for any and all activities that occur under Your login or account. You agree and acknowledge that Yours and all other logins issued may only be used by one (1) person – a single login shared by multiple people is not permitted. You may create separate logins for as many people as You wish, and acknowledge that additional costs are associated with additional employees.

TimeshEASY reserves the right to access any or all Your accounts in order to respond to Your requests for technical support. We shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your data. We will not disclose Your data except if compelled by law or if permitted by You.

You understand that the technical processing and transmission of the Service, including Your content, may be transferred unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to TimeshEASY’s third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service. TimeshEASY will use reasonable efforts to publish on the site or notify You of any planned downtime of the Service.

The failure of TimeshEASY to exercise or enforce any right or provision of this TOS shall not be a waiver of that right. You acknowledge that this TOS is a contract between You and TimeshEASY, even though it is electronic and is not physically signed by You and TimeshEASY, and it governs Your use of the Service and takes the place of any prior agreements between You and TimeshEASY.

Trademarks

TimeshEASY® and TimeshEASY’s various logos used or displayed on the Service are trademarks of TimeshEASY and you may only use these trademarks or logos for promotional purposes to identify yourself as a customer or user of the TimeshEASY products and services, provided You do not attempt to claim ownership of the marks by incorporating any of them within Your names or offerings.



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Payment and Refunds

Payments. The Service is made available on a pay-as-you-go basis and is charged at the end of each month of service. If You do not provide Your credit card details to TimeshEASY prior to your activation, Your account will be suspended and can only be reactivated by submitting Your credit card information. Once You have provided credit card details, You will be promptly billed and Your subscription will continue. Your service will be automatically renewed each month, and the number of active employees associated with your account will be the basis for creating your bill.

Plan and Price Changes. If you choose to upgrade Your plan or your number of active employees increases during Your elected subscription period, any incremental cost will be added to the total for the month and charged to Your account. There are no refunds or credits for partial months of service, plan downgrades, or refunds for months unused if You close Your account before the end of Your subscription period. No exceptions will be made in order to treat everyone equally and keep our administrative costs low for the ultimate benefit of our customer base. Downgrading Your plan level may cause the loss of content, features, or capacity of Your account and TimeshEASY does not accept any liability for such loss. Prices of all TimeshEASY plans and Services are subject to change upon 30 days notice from us. Such notice may be provided at any time. In addition, TimeshEASY reserves the right to contact You about special pricing if You maintain an exceptionally high number of end-users. In such situation, TimeshEASY reserves the ability to adjust the per employee cost for the base service as well any upgraded services.

Credit Card Billing, Receipts and Privacy. The account owner will receive an email receipt upon each credit card charge. TimeshEASY uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain, or use Your billing information except to process Your credit card information for TimeshEASY. Please visit <http://www.timeshEASY.com/privacy> to understand how TimeshEASY collects and uses personal information.

Cancellation and Termination

You are responsible for properly canceling Your account. The account owner (as defined in the sign-up procedure) can cancel the account at any time by notifying TimeshEASY support at support@timeshEASY.com. There are no other means of canceling Your account. Upon cancellation TimeshEASY will agree to assist You in recovering any and all data from the canceled account.

TimeshEASY reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account (any part thereof) or use of the Service and remove and discard any of Your content in the Service, for any reason, including, if TimeshEASY believes that You have violated these TOS. TimeshEASY will use all reasonable efforts to contact You directly via phone and email to warn You prior to suspension or termination of Your account. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of Your use of Service, may be referred to appropriate law enforcement authorities. TimeshEASY shall not be liable to You or any third party for any modification, suspension or discontinuation of the Service.

Limitation of Warranty

THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENT ARE THE SOLE WARRANTIES PROVIDED BY TIMESHEASY HEREUNDER. TIMESHEASY SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICE OR ANY OTHER ITEMS OR SERVICES COVERED BY OR FURNISHED UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TIMESHEASY does not warrant that ANY ITEMS OR services will be uninterrupted.

Limitation of Liability. (a) TIMESHEASY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and (b) To the maximum extent permitted by law, timeshEASY's total liability under the Agreement, for whatever cause, whether in an action in contract or in tort or otherwise, will be limited to general money damages and shall in no event exceed an amount equal to the aggregate of all fees actually paid or owing hereunder by Customer to TIMESHEASY during the twelve month period preceding the time that the claim arose (BUT NOT LESS THAN THE AMOUNT OF BASE TRANSACTION FEES DUE DURING THE FIRST YEAR AFTER THE EFFECTIVE DATE).

Exclusions. The limitations of warranty and liability set forth in this agreement hereof shall not apply to any breach by timeshEASY of its confidentiality obligations hereunder, timeshEASY' gross negligence or willful misconduct, or any claim by any third party that the service as provided to customer infringes any intellectual property or other proprietary right of such third party.



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Indemnification

By TimeshEASY. Subject to the terms of the Agreement, TimeshEASY shall indemnify and hold harmless Customer and its employees, agents, successors and assigns from and against any and all loss, damage, liability, and expense suffered or incurred by such indemnified party to the extent: resulting from the failure of TimeshEASY to comply with its obligations under the Agreement or from the acts or omissions of TimeshEASY or its employees, agents, successors or assigns, whether negligent or otherwise.

By Customer. Subject to the terms of the Agreement, Customer shall indemnify and hold harmless TimeshEASY and its employees, agents, successors and assigns from and against any and all loss, damage, liability, and expense arising from any claim brought against any such indemnified party by any third party to the extent resulting from the failure of Customer to comply with its obligations under the Agreement or from the acts or omissions of Customer or its employees, agents, successors or assigns, whether negligent or otherwise, or from Customer's use of the Services.

Confidentiality

Confidential Information. In connection with the Agreement, each party hereto (a "disclosing party") may disclose its confidential and proprietary information to the other party (a "receiving party"). Subject to the exceptions listed below, a disclosing party's "Confidential Information" shall be defined as information disclosed by the disclosing party to the receiving party under the Agreement that is either: (a) clearly marked or otherwise clearly designated as confidential or proprietary; or (b) should be reasonably understood by the receiving party to be the confidential or proprietary information of the disclosing party. The TimeshEASY Property and all pricing under the Agreement shall be the Confidential Information of TimeshEASY. The Customer Data shall be the Confidential Information of Customer.

Confidential Treatment. During the term of the Agreement and in perpetuity after its expiration or termination, a receiving party shall not use, or otherwise disclose to any third party, a disclosing party's Confidential Information without the prior written consent of the disclosing party; provided, however, that TimeshEASY may use and disclose the Confidential Information of Customer as necessary for the limited purpose of performing the Service hereunder. In addition, each party agrees to take reasonable measures to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of any applicable privacy laws or the provisions of the Agreement (which measures shall be no less than that which a reasonable person would take with respect to like confidential, proprietary, or trade secret information).

Exceptions. Notwithstanding anything to the contrary, the obligations of the receiving party set forth in this Section 4 shall not apply to any information of the disclosing party that: (a) is or becomes a part of the public domain through no wrongful act of the receiving party (provided, however, that this exclusion shall not apply to the Customer Data); (b) was in the receiving party's possession free of any obligation of confidentiality at the time of the disclosing party's communication thereof to the receiving party; (c) is developed by the receiving party completely independent from the Confidential Information of the disclosing party; or (d) is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the disclosing party with advance written notice if reasonably possible such that the disclosing party is afforded an opportunity to contest the disclosure or seek an appropriate protective order. In addition, the obligations of TimeshEASY set forth in this Section 4 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Customer in connection with any present or future TimeshEASY product or service, and, accordingly, neither TimeshEASY nor any of its customers or business partners shall have any obligation or liability to Customer with respect to any use or disclosure of such information.

Assignment

TimeshEASY may assign or transfer this TOS, in whole or in part, without restriction.

Export Compliance

You are responsible for complying with any applicable laws, rules, or regulations governing the export of the Service or any of its components.

Governing Law

These TOS shall be governed by the laws of the Commonwealth of Virginia without regard to the principles of conflicts of law. You hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the Commonwealth of Virginia for the purpose of resolving any dispute relating to Your access to or use of the Service.

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