**TIME BEAGLE TERMS OF SERVICE**

Time Beagle thanks you for using its application, which is a mobile app or Internet-based service (the “Services”) that permit the processing, retrieval, and transmission of transaction data submitted by you. Please review these Terms of Service (“Agreement”) thoroughly. This Agreement is a legal agreement between you and Time Beagles. By clicking “I Agree,” indicating acceptance electronically, or by, installing, accessing or using the Services, you agree to this Agreement. If you do not agree to this Agreement, then you may not use the Services.

You must be at least 18 years of age to use Time Beagle. By accessing and/or using Time Beagle, you agree that (1) you are capable of forming a binding contract with Time Beagle; (2) you are not prohibited from using Time Beagle or the services it provides under the laws of the United States or another applicable jurisdiction; and (3) you will comply with all laws and this Agreement while using Time Beagle.

**TIME BEAGLE USAGE AND USERS**

This Agreement and the use of the Services is based on certain assumptions. Those assumptions include that all cellphones that shall be using the Services have (1) local storage, (2) Internet access, and (3) GPS.

There are two types of Time Beagle users: Administrators and Users. Administrators are responsible for the management of the system and Services and Users are responsible for using the Services in the manner deemed fit by the Administrator.

Administrator duties include but are not necessarily limited to: marking the address and reference coordinates of the site location, registering all users, assigning each user to the appropriate site(s), designating the calendar for each payment period, and providing each user with the individualized link to download Time Beagle.

User duties include but are not necessarily limited to: downloading and installing the Application, creating their user credentials, checking-in to all sites as directed by the Administrator, checking-out of all sites as directed by the Administrator, marking all paid time off, and exiting the application. When a user checks-in on the Application, the Services will determine the location of the User’s cell phone through GPS, confirm that the User is on site, and identify to the User the time of check-in. The Application will continue to check the User’s location approximately every 15 minutes until the user checks-out to confirm the User remains on site. The User may check-out through any of the following events: turning off the User’s cell phone, the User performs the check-out function in the Application, the User fails to check-out after 23 hours and 59 minutes, the User force stops the Application’s ability to function on the cell phone. When checking-out in the Application, Users have the option to add a MEMO note for the Administrator. In order to access the paid time off portion of the Application, a User need only have an internet connection and no GPS tracking is required. When using the paid time off feature, a User need only check-in and check-out during working hours.

# YOUR RIGHTS IN USING TIME BEAGLE

## The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by Time Beagle. Time Beagle reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, Time Beagle grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services.

## You agree not to use, nor permit any third party to use, the Services in a manner that violates any applicable law, regulation, or this Agreement. This includes but is not limited to not reverse engineering the Services, providing the Services through any file-sharing platform or other platform that permits users to utilize the Services through a means not provided by Time Beagle, resell or lease the Services, or providing the Services to a third-party.

# PAYMENTS/TAXES

For Services offered on a payment or subscription basis, the following terms apply, unless Time Beagle or its third-party affiliate notifies you otherwise in writing.

## All payments and taxes will be billed in U.S. Dollars (USD). When you subscribe and provide your payment information, your account will be debited for the agreed upon amount.

## Payments must be made by one of the following methods: a valid credit card that is acceptable by Time Beagle; a valid debit card that is acceptable by Time Beagle; an electronic payment from either a checking or savings account with sufficient funds; or any other payment option agreed upon by Time Beagle in writing.

## In the event your payment is declined for any reason, Time Beagle may, at its sole discretion, terminate or suspend your account and/or any Services. Such reasons for a declination of payment include but are not necessarily limited to your payment or registration information not being current or complete.

## In the event you fail to notify Time Beagle of changes to your method of payment, including changes to any credit or debit card numbers, address, or other information, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.

## Time Beagle shall automatically renew your Services (whether it be on a monthly, quarterly, or yearly basis) at the then-current rate(s) unless you cancel or terminate the Services under this Agreement.

## There may be additional cancellation or renewal terms for the Services provided on Time Beagle’s website.

## Trial Versions

If you registered for a trial use of the Services (“Trial Period”), you must decide to purchase a Services subscription within the Trial Period in order to retain any Content that you have entered through the Services, created within the Services data file, posted or uploaded during the Trial Period. If you do not purchase a Services subscription by the end of the Trial Period, your Content may no longer be available to you. To be very clear, after using the Services during the trial period, if you decide not to purchase the Services subscription, you may not be able to access or retrieve any of the data you added or created with the Services during the trial.

## No Refunds

The Service is billed in advance on a monthly or annual basis, depending on the pricing option selected, and is NON-REFUNDABLE, unless otherwise provided by Time Beagle. There will be no refunds or credits for partial months of service, upgrade or downgrade refunds, or refunds for months unused with an open account.

# MOBILE DEVICE USAGE

Use of these Services may be available through a compatible mobile device, Internet access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

Time Beagle cannot, and does not, make any warranties or representations of any kind (whether express or implied) as to the availability of telecommunication services from your provider and access to the services at any time or from any location; any loss, damage or security intrusion of the telecommunication services; and any disclosure of information to third parties or failure to transmit any data, communications or settings connected with the Services.

# DATA PRIVACY

If you use the Services: we will be the Controller of Account Data, and you will be the Controller of the Personal Data and Customer Data.

## Personal Information

You represent and warrant to us that:

### You will provide appropriate notice and have obtained (or will obtain) all consents and rights necessary for us to Process the Personal Information in accordance with this Agreement and the Time Beagle Privacy Policy [link];

### If you are providing Personal Information to us that is not personal to you, you agree that you have either provided the Data Subject notice or received permission from the Data Subject and have the appropriate legal basis, as required by applicable law, for us to:

#### use, and/or disclose the personal information;

#### move the data outside of the country of residence of such owner of the personal data, if applicable, pursuant to the Time Beagle Privacy Policy [link];

#### provide the Personal Information to Third Party Products that you approve; and

#### otherwise use and disclose the Personal Information in accordance with this Agreement.

## Public Content

As a User you may have the opportunity to share your data, Content, or ways in which you aggregate data (“Account Content”) with other Users, other Time Beagle customers, and other third parties. When sharing any Account Content, you agree not to share any confidential information. If you have the option of accessing another User’s Account Content, you understand and agree that the Account Content is being provided by the User, and not Time Beagle, for information and guidance purposes only, and Time Beagle and such User are not responsible in any way for your use the Account Content.

## Telephone Numbers

You may provide us with your telephone number as part of your customer record or registration or via other methods. You understand and agree that Time Beagle may use your telephone number for “multi-factor authentication” (“MFA”), to confirm your identity and help protect the security of your account. Part of the MFA identity verification process may involve Time Beagle sending text messages containing security codes to your telephone number. You agree to receive these texts from Time Beagle containing security codes as part of the MFA process. In addition, you agree that Time Beagle may send automated text messages and pre-recorded voice messages to the telephone number you provide for other limited purposes, including: providing you with important critical notices regarding your use of the Services, or fulfilling a request made by you through the Services. Additionally, Time Beagle may use your telephone number to contact you about special offers or other Time Beagle or third-party products or services unless you opt out of such marketing

# USE OF TIME BEAGLE

## Responsibility for Content and Use of Services

### Content includes any data, information, materials, text, graphics, images, music, software, audio, video, works of authorship of any kind, that are uploaded, transmitted, posted, generated, stored or otherwise made available through the Services (“Content”), which will include without limitation any Content that account holders (including you) provide through your use of the Services. By making your Content available through your use of the Services, you grant Time Beagle a worldwide, royalty-free, non-exclusive license to host and use your Content. Archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. Time Beagle is not responsible for any of your Content that you submit through the Services.

### You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in, promote or transmit any of the following:

#### Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that is excessively violent, incites or threatens violence, encourages “flaming” others or criminal or civil liability under any local, state, federal or foreign law;

#### Content that would impersonate someone else or falsely represent your identity or qualifications, or that may constitute a breach of any individual’s privacy; is illegally unfair or deceptive, or creates a safety or health risk to an individual or the public;

#### Except as permitted by Time Beagle in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or spamming or flooding;

#### Virus, Trojan horse, worm or other disruptive or harmful software or data; and

#### Any Content that you do not own or have the right to use without permission from the intellectual property rights owners thereof.

## Restriction on Use of Services

### You shall not, and shall not permit any users of the Services or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm or damage to the reputation of Time Beagle or could subject Time Beagle to liability to third parties, including: (i) unauthorized access, monitoring, interference with, or use of the Services or third party accounts, data, computers, systems or networks; (ii) interference with others’ use of the Services or any system or network, including mail bombing, broadcast or denial of service attacks; (iii) unauthorized collection or use of personal or confidential information, including phishing, pharming, spidering, and harvesting; (iv) viewing or other use of any Content that, in Time Beagle’s opinion, is prohibited under this Agreement; (v) any other activity that places Time Beagle in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or (vi) attempting to probe, scan, penetrate or test the vulnerability of an Time Beagle system or network or to breach Time Beagle’s security or authentication measures, whether by passive or intrusive techniques. Time Beagle reserves the right to not authorize and may terminate your use of the Services based on reasonable suspicion of your activities, business, products or services that are objectionable or promote, support or engage in any of the restricted uses described above.

### As used herein, “Software” refers to any software incorporated into the Service.

#### You shall have no right, title or interest in and to the Service or Software, which rights of ownership will always be held by Time Beagle.

#### You acknowledge that the Service is not intended for permanent storage and agree not to use the Service for general archiving or back-up purposes. You also agree not to store “critical” data on the Service, including without limitation data pertaining to power generation, military or national security, or any function to sustain or rescue the health or well-being of any person. If you are registering for the Service on behalf of an entity or organization, (1) you confirm such entity or organization is duly authorized to do business in the country or countries where it operates, (2) you are an authorized representative of such entity or organization, and (3) you agree that the employees, officers, representatives and other agents of such entity or organization accessing the Service are duly authorized to access the Service and to legally bind such entity or organization to these terms.

## Beta Versions

From time to time, Time Beagle may, at its sole discretion, include new and/or updated beta features (“Beta Features”) in the Services for your use and which permit you to provide feedback (fees may apply). You understand and agree that your use of the Beta Features is voluntary and Time Beagle is not obligated to provide you with any Beta Features. You understand that once you use the Beta Features, you may be unable to revert back to the earlier non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the earlier non-beta version. The Beta Features are provided on an “as is” basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Beta Features is at your sole risk.

## Content in Social Functions

The Services may include social features to exchange Content and information with other users of the Services and the public. Time Beagle does not support and is not responsible for the Content in these community forums. Please use respect when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which Time Beagle is not responsible.

## Feedback Provided by You

You agree that Time Beagle may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant Time Beagle a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to Time Beagle in any way.

## Monitoring of Content

Time Beagle may, but has no obligation to, monitor access to or use of the Services or Content or to review or edit any Content for the purpose of operating the Services, to ensure compliance with this Agreement, and to comply with applicable law or other legal requirements. We may disclose any information necessary to satisfy our legal obligations, protect Time Beagle or its customers, or operate the Services properly. Time Beagle, in its sole discretion, may refuse to post, remove, or refuse to remove, or disable any Content, in whole or in part, that is alleged to be, or that we consider to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

# ADDITIONAL TERMS

## No Professional Advice

Unless specifically included with the Services, Time Beagle is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

## Marketing of Other Services

You may be offered other services, products, or promotions by Time Beagle (other “Time Beagle Services”). Additional terms and conditions and fees may apply. With some Time Beagle Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet.

## Communications from Time Beagle

Time Beagle may be required by law to send you communications about the Services or third party products. You agree that Time Beagle may send these communications to you via email or by posting them on our websites.

## Updates and Password Management

The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates. You are responsible for securely managing your password(s) for the Services and to contact Time Beagle if you become aware of any unauthorized access to your account.

## You acknowledge that the Service is not a payroll system and you agree to take full responsibility to validate the accuracy of data produced by the Service when used by you for your own payroll or billing purposes.

## You accept sole responsibility for ensuring compliance with state and federal labor laws and reporting and hold Time Beagle harmless and indemnifies Time Beagle from any and all payroll, tax and labor compliance liabilities.

## Certain features of the Service, including multiplying hours tracked by a monetary figure supplied by you, are provided for convenience and your reference only and do not and will not reflect the actual calculation of any payment payable by you to any person or entity and can never be relied on as such and are not warranted or guaranteed by Time Beagle to be a payroll calculation or any other payment calculation.

## Tax Exempt Orders

## Time Beagle must receive a copy of your certificate to ship without tax; otherwise the appropriate tax rate will apply to your order. Time Beagle reserves the right to correct tax rates and/or collect the sales/use tax based upon when the product is shipped as required by law. The exemption certificate must be for the same state as the Shipping Address on your order and be listed with your business name. Once the details of your order are finalized and we proceed with processing, you will receive an e-mail from us or our tax exempt verification partner with instructions to file your exemption certificate with us.

## All Time Beagle Services are COTS or “Commercial-Off-The-Shelf Software” items.

## All Time Beagle Services are intended solely for use as defined in this Agreement, and in the Time Beagle Privacy Policy, incorporated herein by reference, solely as a time record keeping product by small business owners. Any other use of the product will not be in accordance with its intended design. All use of the product requires that any public disclosures, communication, characterizations, references to product name or uses of the product, references to Time Beagle, collection of data, or releases of information of any kind pertaining to the purchase or license of the product, are expressly prohibited and require prior written consent from Time Beagle.

# DISCLAIMER OF WARRANTIES

## Your use of the Services, software, and content is entirely at your own risk. Except as described in this Agreement, the Services are provided “as is.” To the maximum extent permitted by applicable law, Time Beagle, its affiliates, and its and their third party providers, licensors, distributors or suppliers (collectively, “suppliers”) disclaim all warranties, express or implied, including any warranty that the Services are fit for a particular purpose, title, merchantability, data loss, non-interference with or non-infringement of any intellectual property rights, or the accuracy, reliability, quality of content in or linked to the Services. Time Beagle and its affiliates and suppliers do not warrant that the Services are secure, free from bugs, viruses, interruption, errors, theft or destruction. If the exclusions for implied warranties do not apply to you, any implied warranties are limited to 60 days from the date of purchase or delivery of the services, whichever is sooner.

## Time Beagle, its affiliates and suppliers disclaim any representations or warranties that your use of the Services will satisfy or ensure compliance with any legal obligations or laws or regulations.

# LIMITATIONS OF LIABILITY

To the maximum extent permitted by applicable law, the entire liability of Time Beagle, its affiliates and suppliers for all claims relating to this Agreement shall be limited to the amount you paid for the Services during the twelve (12) months prior to such claim. Subject to applicable law, Time Beagle, its affiliates and suppliers are not liable for any of the following: (a) indirect, special, incidental, exemplary, punitive or consequential damages; (b) damages relating to failures of telecommunications, the internet, electronic communications, corruption, security, loss or theft of data, viruses, spyware, loss of business, revenue, profits or investment, or use of software or hardware that does not meet Time Beagle systems requirements. The above limitations apply even if Time Beagle and its affiliates and suppliers have been advised of the possibility of such damages. This agreement sets forth the entire liability of Time Beagle, its affiliates and your exclusive remedy with respect to the Services and its use.

# INDEMNITY

You agree to indemnify and hold Time Beagle and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys’ fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as “Claims”). Time Beagle reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Time Beagle in the defense of any Claims.

# ALTERATIONS TO THESE TERMS

We reserve the right to modify this Agreement, in our sole discretion, at any time, and the modifications will be effective when posted through the Services or on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. It is important that you review this Agreement whenever we modify it because your continued use of the Services indicates your agreement to the modifications.

# TERMINATION OF USE OF TIME BEAGLE

Time Beagle may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the Services, related or other Services, effective immediately, in whole or in part, if we determine that your use of the Services violates the Agreement, is improper or substantially exceeds or differs from normal use by other users, raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues, to protect the integrity or availability of the Services or systems and comply with applicable Time Beagle policy, if you no longer agree to receive electronic communications, or if your use of the Services conflicts with Time Beagle’s interests or those of another user of the Services. Upon Time Beagle notice that your use of the Services has been terminated you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect Time Beagle’s rights to any payments due to it. Time Beagle may terminate a free account at any time. Sections 2.2, 3 through 15 will survive and remain in effect even if the Agreement is terminated.

# RESTRICTIONS

You acknowledge that the Services, its related website, online services, and other Time Beagle Services, including the mobile application, delivered by Time Beagle are subject to restrictions under applicable US export control laws, including US trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with US laws. You agree that you and your personnel who use the Services are not prohibited from receiving the Services under the laws of the United States, England, Wales, or other applicable jurisdiction. For example, you are not on the U.S. Treasury Department’s list of Specially Designated Nationals or the United Kingdom HM Treasury Financial Sanctions List, or are subject to any other similar prohibition. You will not export, re-export, import or otherwise make available products and/or technical data in violation of these laws and regulations, directly or indirectly.

# GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by and construed under New York law, without regard for its conflict of laws provisions.

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in New York, New York before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

# SEVERABILITY

In case any provision in this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction, this Agreement shall, as to such jurisdiction be ineffective to the extent of such invalidity, illegality, or unenforceability without affecting the validity, legality and enforceability of the remaining provisions; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

# APPLE REQUIREMENTS

If you downloaded any part of the Service from the iTunes or Mac App Store, the following terms also apply to you:

## Acknowledgement

## You acknowledge that this Agreement is between you and Time Beagle only, and not with Apple, and Time Beagle, not Apple, is solely responsible for the Software and the content thereof.

## Scope of License

## The license granted to you for the Software is a limited, non-transferable license to use the Software on Mac products that you own or control and as permitted by the Usage Rules set forth in the terms of service applicable to the Mac App Store.

## Maintenance and Support

## Time Beagle and not Apple is solely responsible for providing any maintenance and support services, for which additional fees may apply, with respect to the Services. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.

## Warranty

## Time Beagle is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Software to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Time Beagle’s sole responsibility.

## Product Claims

## Time Beagle, not Apple, is responsible for addressing any user or third party claims relating to the Software or the user’s possession and/or use of the Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Software fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

## Intellectual Property Rights

## You acknowledge that, in the event of any third party claim that the Software or your possession and use of the Software infringes that third party’s intellectual property rights, Time Beagle, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

## Legal Compliance

## You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

## Developer Contact Info

## Direct any questions, complaints or claims to: 190 Route 18, East Brunswick, NJ, 08816

## Third Party Terms of Agreement

## You must comply with any applicable third party terms of agreement when using the Software.

## Third Party Beneficiary

## You acknowledge and agree that Apple and Apple’s subsidiaries are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.

# ENTIRE AGREEMENT

This Agreement contains the entire Agreement between you and Time Beagle with regard to the matters set forth in it and shall be binding upon you and Time Beagle.

# UNITED STATES APPLICATION

The Service is controlled, operated and administered primarily from offices within the US. Time Beagle makes no representation that the Service is appropriate or available for use at other locations outside of US and access to them from territories where their contents are illegal is prohibited. If you access the Service from locations outside of US, you are responsible for compliance with all local laws.

## **TIME BEAGLE PRIVACY POLICY MODEL FOR MOBILE APPLICATIONS**

This privacy policy governs your use of the software application Time Beagle (“Application”) Time Beagle redesigns the process of generating timesheets for any business by using a sophisticated GPS tracking system and a web-based platform. Time Beagle is the perfect app for any business that wants to optimize their time analyzing timesheets, facilitate the process of payroll and reinforce employee’s internal controls.

1. **What information does the Application obtain and how is it used?**

**User Provided Information**

The Application obtains the information you provide when you download and register the Application. Registration with us is mandatory in order to be able to use the basic features of the Application.

When you register with us and use the Application, you generally provide (a) your name, email address, age, user name, password and other registration information; (b) information you provide us when you contact us for help; (c) information you enter into our system when using the Application, such as contact information and project management information.

We may also use the information you provided us to contact your from time to time to provide you with important information, required notices and marketing promotions.

**Automatically Collected Information**

In addition, the Application may collect certain information automatically, including, but not limited to, your real-time location information, the type of mobile device you use, your mobile devices unique device ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browsers you use, in certain circumstances, and depending on the Services you use, camera and contact information, information about the way you use the Application on, and we may store information on your mobile device.

1. **Does the Application collect precise real time location information of the device?**

We use GPS technology (or other similar technology) to determine your current location either continuously or just when you use the application. In fact, the Application’s functionality is based on this feature. We will not share your current location with other users or partners just with admin and employers.

If you do not want us to use your location for the purposes set forth above, you should turn off the location services for the mobile application located in your account settings or in your mobile phone settings and/or within the mobile application. Please note that the Application’s functionality and utility will be severely limited if you chose to turn off the location services.

1. **Do third parties see and/or have access to information obtained by the Application?**

Yes. We will share your information with third parties only in the ways that are described in this privacy statement.

We may disclose User Provided and Automatically Collected Information:

* as required by law, such as to comply with a subpoena, or similar legal process;
* when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request;
* with our trusted services providers who work on our behalf, do not have an independent use of the information we disclose to them, and have agreed to adhere to the rules set forth in this privacy statement.
* if Time Beagle is involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our Web site of any change in ownership or uses of this information, as well as any choices you may have regarding this information.
* with any third-parties that you have an account and sync that account with our Services or to validate certain information that you have provided to us, such as email addresses.
* with a third-party that we collaborate with in order to resolve certain issues that may arise from time to time with the services or Application.

1. **What are my opt-out and privacy rights?**

You can stop all collection of information by the Application easily by uninstalling the Application. You may use the standard uninstall processes as may be available as part of your mobile device or via the mobile application marketplace or network. You can also request to opt-out via email, at admin@timebeagle.com.

You can also update your privacy settings directly within the Application. Changes to these privacy settings may alter Application performance.

**How do we use your information?**

We may use your information to communicate with you, protect ourselves and others, to create better user experiences and improve the Application and Services offered, and to provide You with the Services and improve such Services.

1. **Data Retention Policy, Managing Your Information**

We will retain User Provided data for as long as you use the Application and for a reasonable time thereafter. We will retain Automatically Collected information for up to 24 months and thereafter may store it in aggregate. We also may store your information indefinitely for our legal and regulatory compliance, to defend legal claims, and to protect against fraud. All of this data will be securely handled and maintained. If you would like us to delete User Provided Data that you have provided via the Application, please contact us at admin@timebeagle.com and we will respond in a reasonable time. Please note that some or all of the User Provided Data may be required in order for the Application to function properly.

1. **Children**

We do not use the Application to knowingly solicit data from or market to children under the age of 13. If a parent or guardian becomes aware that his or her child has provided us with information without their consent, he or she should contact us at admin@timebeagle.com . We will delete such information from our files within a reasonable time.

1. **Security**

We are concerned about safeguarding the confidentiality of your information. We provide physical, electronic, and procedural safeguards to protect information we process and maintain. For example, we limit access to this information to authorized employees and contractors who need to know that information in order to operate, develop or improve our Application. Please be aware that, although we endeavor to provide reasonable security for information we process and maintain, no security system can prevent all potential security breaches.

1. **Changes**

This Privacy Policy may be updated from time to time for any reason. We will notify you of any changes to our Privacy Policy by posting the new Privacy Policy here and/or informing you via email or text message. We maintain the right to make changes to this privacy policy as regularly as we deem necessary and no notice is required to be made to You prior to any such changes. You are advised to consult this Privacy Policy regularly for any changes, as continued use is deemed approval of all changes.

1. **Your Consent**

By using the Application, you are consenting to our processing of your information as set forth in this Privacy Policy now and as amended by us. “Processing,” means using cookies on a computer/hand held device or using or touching information in any way, including, but not limited to, collecting, storing, deleting, using, combining and disclosing information, all of which activities will take place in the United States. If you reside outside the United States your information will be transferred, processed and stored there under United States privacy standards.

1. **Contact us**

If you have any questions regarding privacy while using the Application, or have questions about our practices, please contact us via email at admin@timebeagle.com.

**DATA PROCESSING AGREEMENT**

This Data Processing Agreement (“Data Agreement”) forms part of the agreement between Time Beagle and the customer (“Customer“) for the purchase of Time Beagle (the “Services“) and related technical support to Customer (as amended from time to time) (the “Agreement“). This Data Agreement reflects the parties’ agreement with respect to the terms governing Time Beagle’s processing and security of Customer Data. For any other data from or about Customer or its users, Time Beagle shall be a controller, and this Data Agreement shall not apply.

**How does this Data Agreement apply?**

This agreement applies as an addendum to any Agreement between the Customer and Time Beagle. In the event there is no Agreement, or the Customer agreeing to this Data Agreement is not a party to the Agreement, this Data Agreement is not valid. The terms of this Data Agreement are not intended to, and do not, replace any additional rights in the Agreement. This Data Agreement controls in the event there any discrepancy between the Data Agreement and the Agreement.

1. Definitions

*Definitions:* In this Data Agreement, the following terms shall have the following meanings:

1. The terms “controller,” “processor,” “data subject,” “personal data (also referred to as Personal Information in the Agreement),” and “processing” (and “process“) shall have the meanings given in Applicable Data Protection Law.
2. The term “Account Data” means the Personal Data collected in connection with account-related data provided by you to Time Beagle during the purchase, sign up, billing, support of your account, or any other time. Account Data includes contact information for Administrators, product feedback and surveys, information collected in connection with events, training sessions, sales and marketing communication, and de-identified technical data used for support and product maintenance.
3. The term “Customer” means the customer entity that entered into the Agreement with Time Beagle.
4. The term “Customer Data” means the Personal Data (also referred to as Personal Information in the Agreement) contained in: i) any data you upload or input into the Service, and ii) data generated or collected in the course of your use of the Service. Customer Data does not include Business Relationship Data.
5. The term “Subprocess” means any third-party Processors engaged directly by Time Beagle to assist with Time Beagle’s processing of Customer Data.
6. The term “Privacy Shield” means the EU-US Privacy Shield self-certification program operated by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C (2016)4176 of July 12, 2016.
7. Capitalized terms used but not defined in this Data Agreement shall have the meanings given in the Agreement.

2. Data Protection

Customer appoints Time Beagle as a processor to process the Customer Data on Customer’s behalf. Time Beagle shall be the controller of Account Data. Each party shall comply with the obligations that apply to it under Applicable Data Protection Law

Time Beagle shall process the Customer Data as a processor only as necessary to perform its obligations under the Agreement and strictly in accordance with the documented instructions of Customer (the “Permitted Purpose”). In no event shall Time Beagle process the Customer Data for its own purposes or those of any third party, save that Time Beagle may de-identify and aggregate Customer Data (“Aggregated Data”) and may process Aggregated Data to maintain and improve Time Beagle’s products and services.

Time Beagle shall ensure that any person that it authorizes to process the Customer Data (including Time Beagle’s staff, agents and subcontractors) (an “Authorized Person “) shall be subject to a strict duty of confidentiality (whether a duty under internal policy, contractual duty, or a statutory duty), and shall not permit any person to process the Customer Data who is not under such a duty of confidentiality. Time Beagle shall ensure that all Authorized Persons process the Customer Data only as necessary for the Permitted Purpose.

Time Beagle shall implement appropriate technical and organizational measures to protect the Customer Data from a Security Incident. Such measures shall have regard to the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures shall include, as appropriate, encrypting personal data and not using Customer’s true identities, ensuring data remains confidential, timely restoring access to personal data in the event of an incident, testing and evaluating the security measures in place regularly.

Customer consents to Time Beagle engaging third-party sub processors to process the Customer Data so long as Time Beagle gives notice of the sub processor, Time Beagle imposes appropriate data protection measures on any sub processor determined at Time Beagle’s sole discretion, Time Beagle is fully liable for any breach by any sub processor but may take appropriate action against a sub processor.

If Customer refuses to consent to Time Beagle’s appointment of a sub processor, Customer may elect to suspend or terminate the Agreement, including this Data Agreement, subject to all fees and payment due for services rendered.

If Time Beagle receives any requests from a data subject related to Customer Personal Data, Time Beagle shall advise the data subject to provide such request directly to the Customer and Customer shall be responsible for responding to such request.

To the extent necessary, Time Beagle shall provide reasonable assistance to the Customer in the consultation with its relevant data protection authority.

If Time Beagle becomes aware of an actual Security Incident that involves Customer Data, Time Beagle will: (a) notify the affected Customer(s) of the Security Incident without undue delay; (b) take appropriate steps to identify the cause of the Security Incident, minimize harm, and secure the Customer Data, to the extent remediation is within Time Beagle’s reasonable control; and (c) provide the affected Customer(s) with information, subject to our privacy and data security policies, confidentiality, and legal requirements, as may be reasonably necessary to assist Customer with its notification and reporting responsibilities. Time Beagle will not necessarily take these steps in the above order and it is within Time Beagle’s sole discretion as to which step it takes first. Time Beagle will not asses the contents of the Customer Data to identify any specific reporting or other legal obligations that are applicable to the Customer. Any and all regulatory and/or data subject reporting obligations related to the Security Incident are the responsibility of the Customer.

Time Beagle’s notification of or response to a Security Incident under this Data Agreement will not be construed as an acknowledgement by Time Beagle of any liability or fault with respect to the Security Incident.

Notification(s) of any Security Incident(s) by Time Beagle shall be delivered to the notification email or address provided in the Agreement or, at Time Beagle’s discretion, by phone or in-person meeting. Customer is solely responsible for ensuring that the notification contact details (e.g., phone and email) are at all times valid and accurate. Time Beagle is not responsible for any failure of a Customer to be notified if the Customer’s contact information in not up to date.

At Customer’s election, Time Beagle Shall return or destroy all Customer Data in its possession or control (including in the possession of any sub processor) in accordance with Time Beagle’s data retention and destruction procedures and timeframes unless otherwise agreed with Customer. This requirement shall not apply to any data stored on back-ups; such data will be destroyed in accordance with our standard destruction policies for back-up data due to the cost and technical difficult of deleting back-ups.

Time Beagle shall respond to any written audit questions related to Time Beagle’s security practices that are submitted to it by any Customer, provided that Customer shall not exercise this right more than once per year.

Certain parts of the Service make use of biometric personal information (“Biometric Data”), such as facial recognition technology on photographs collected through the Service. Biometric Data can be subject to additional laws and regulations. Accordingly, in connection with the collection, retention, and use of Biometric Data, you agree that:

* You are the Controller of any Biometric Data you collect through the Service. You agree to provide appropriate notice and obtain all consents and rights necessary for us to Process the Biometric Data on your behalf. You recognize and agree that there are various laws that specifically govern the collection, use, and retention of Biometric Data, and understand that it is your responsibility to comply with all applicable laws. From time to time, we may provide reasonable assistance to you with certain obligations, when applicable, such as assisting you in responding to data subject requests and in providing relevant consent and disclosure language. Concerning assistance with consent and disclosure language, you agree that that any such assistance does not constitute legal advice, is for informational purposes only, and that it is your ultimate responsibility to ensure compliance with all applicable law.
* You agree to adopt a retention and destruction schedule applicable to Biometric Data and will make such schedule available to users of the Service.
* You will use Biometric Data through the Service for identity verification and authentication purposes only. Any other use shall constitute a breach of this Agreement.
* You will inform us if you wish to delete or otherwise change or remove any user’s Biometric Data from the Service, whether because the purpose for collection has been satisfied or for any other reason. You agree it is your responsibility to determine when any user’s Biometric Information is no longer required and to notify us accordingly.

3. Privacy Shield

Time Beagle will provide at least the same level of protection for the Data as is required under the Privacy Shield and shall promptly notify Customer if it makes a determination that it can no longer provide this level of protection. In such event, or if Customer otherwise reasonably believes that Time Beagle is not protecting the Data to the standard required under the Privacy Shield, Customer may either: (a) instruct Time Beagle to take reasonable and appropriate steps to stop and remediate any unauthorized processing, in which event Time Beagle shall promptly cooperate with Customer in good faith to identify, agree and implement such steps; or (b) terminate this Data Agreement and the Agreement without penalty by giving notice to Time Beagle.

Time Beagle acknowledges that Customer may disclose this Agreement and any relevant privacy provisions in the Agreement to the US Department of Commerce, the Federal Trade Commission, or any other US judicial or regulatory body upon their request and that any such disclosure shall not be deemed a breach of confidentiality.

If we are required by a subpoena, court order, or any other legal or regulatory requirement, to disclose any Customer Data, we will provide you with notice and a copy of the demand as soon as practicable, unless we are prohibited from doing so pursuant to applicable laws or regulations.

4. Miscellaneous

This version of the Data Agreement will go into effect on June 5th 2019.

This Data Agreement, including the terms of the underlying Agreement, is the entire agreement between you and Time Beagle and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having jurisdiction, rules that any part of this Data Agreement is invalid, that section will be removed without affecting the remainder of the Data Agreement. The remaining terms will be valid and enforceable.