

# Terms of Service

## §1 Validity

These Terms of Service will be valid for all business relationships between the users and Staff Times - Daniel Gubler (hereafter, »DG«) for the provision of the *Staff Times* services. The supplemental short descriptions of the individual provisions serve only for better comprehensibility and are not the binding object of these terms of service. Any deviating terms and conditions of the user will not be valid unless they have been expressly approved in writing or text form by DG. By no later than when the account is created with *Staff Times*, the user must acknowledge the validity of these Terms of Service.

Stated briefly

When you create an account, we agree on certain rules of play.

## §2 DG's services

(1) Through the *Staff Times* service, DG is offering the possibility to track and analyze working time data.

(2) *Staff Times* is a service which is made available via the Internet in combination with a mobile App. The Internet access, which is needed in order to use *Staff Times*, is not the object of DG's services.

(3) DG reserves the right to expand and improve its services at any time. No claim exists to the offering of additional functionalities for the services described in Paragraph 1.

Stated briefly

*Staff Times* is a web-based time tracking tool linked with a mobile App. We'll continue to improve *Staff Times* in the future.

## §3 Free-of-charge trial and conclusion of the contractual agreement

(1) After you have successfully created an account, a usage relationship is considered to have been realised. The creation of the account is considered to have been successfully completed when the user confirms the creation of the account, e.g. by clicking on an activation link in an e-mail.

(2) The user may test *Staff Times* for 30 days upon a free-of-charge basis. If the user does not enter his payment data under the »Account« tab at the end of this trial, the user's account will be set to a "read-only" mode. By no later than 14 days after the trial ends, the account will be deactivated and the usage relationship will be ended. By no later than 28 days after the trial ends, DG reserves the right to delete all data of the account.

(3) If the user enters his payment data under the »Subscription« tab and clicks on the »Subscribe« button, a contractual relationship triggering costs will be realised. Using *Staff Times* is based on a Software as a Service model (SaaS) whereby a charge applies per user and year. Detail of the plans and pricing can be found in the menu "plans and pricing".

(4) The contractual relationship will run for an unspecified length of time.

## §4 Payment/Invoice

(1) The annual fee for using *Staff Times* is due at the end of each billing year. The annual fee can be paid by credit card.

(2) The user must ensure that the credit card account from which the amount is deducted has the required funds to cover the payment. If the payment is not made owing to circumstances for which the user is responsible, DG may charge the additional costs incurred (e.g. costs of the charge back) to the user in the respective amount incurred.

(3) *Staff Times*'s users will be provided with invoices via our payment transactions partner "Braintree".

Stated briefly

Fees are due annually. You can pay by credit card. We'll e-mail you an invoice.

## §5 Termination/Cancellation

(1) The user can terminate the contractual agreement for the use of *Staff Times* at any time under the »Subscriptions« tab. The termination will become effective at the end of the current billing year. Insofar as the user cannot use this option, the termination may also be declared in writing or in text form to DG.

(2) The user may at any time download back-up copies of his data in a standard format in his *Staff Times* account. If the account is cancelled, the account will be deleted after 14 days.

(3) Staff Times has the right to terminate the contractual relationship with a user without being required to state reasons for so doing by providing three months' notice with the termination to become effective at the end of the respective billing year.

(4) If the user is late with his payment of the annual amount by more than eight weeks, Staff Times reserves the right to terminate the contractual relationship with the termination to become effective at the end of the current billing year. Staff Times's claims, which have been created through the past usage of *Staff Times* by the user, will remain unaffected.

(5) If *Staff Times* is misused (see Clause 8 Para. 3) which results in substantial restrictions of Staff Times for third parties, Staff Times reserves the right to make extraordinary termination of the contractual relationship.

(6) Any extraordinary right of termination held by the user or Staff Times will remain unaffected.

Stated briefly

You can cancel your account at any time. We will never detain you or your data. We can likewise cancel your account—but will only see ourselves forced to do so if you have done lots of mischief or have not paid despite receiving multiple warnings.

## §6 User's obligations

(1) The user is obliged to truthfully provide information about his payment data (including the billing address) when the account is created or modified insofar as *Staff Times* is supposed to be used beyond the free-of-charge trial.

(2) The user is obliged to protect his login credentials for his *Staff Times* account so they are not disclosed to unauthorised third parties.

(3) The user is forbidden from misusing DG's services, particularly the *Staff Times* service. Misuse is considered to have occurred especially in the following cases:

- The publication or dissemination of illegal or defamatory content
- The use of technical tools or methods which restrict or may restrict the functionality of the provider's services (software, scripts, bots, etc.)

(4) *Staff Times* is entitled to promptly delete content created by the user which is illegal and/or abusive.

## §7 Usage rights

(1) DG will grant each user a simple, non-exclusive right to use *Staff Times* for the duration of the contractual agreement for his own purposes. This usage right is non-transferrable.

(2) *Staff Times* is a web service which is rendered by accessing DG's server or servers. Software is not transferred to the user.

(3) Insofar as new versions, updates, upgrades or other changes are made to *Staff Times* during the contractual term of the contractual agreement, the aforementioned provisions will be valid.

Stated briefly

Under copyright law, *Staff Times* is and remains our tool. We will naturally provide you with all rights of use which you will reasonably need in order to use *Staff Times*.

## §8 Availability of the services

DG ensures that the services specified in Clause 2 Para. 1 will be available 95% of the time on an annual average. Excluded from this guarantee are service defects for which DG is not responsible.

Stated briefly

It remains a dream that technology will always function 100% of the time. We'll try our very best to bring reality as close to this dream as possible.

## §9 Data protection

(1) In principle, no personal data of the user will be passed on to third parties.

(2) Staff Times will process only the personal data of users which are required for the provision of the services for *Staff Times*.

(3) In order to process the payment transactions, personal data must be made available to third parties (payment service providers, banks and credit card companies). However, in this case, only those data will be made available which are absolutely required for the processing of the payment transactions. At no time will the user's time tracking data be passed on to third parties.

(4) After the contractual relationship ends, the personal data will be deleted insofar as no legal retention obligations exist. In these cases, the data will be blocked. Data from accounts which have been used only within the trial phase will be deleted by no later than 28 days after the trial ends.

(5) Additional information about data protection and the purpose, type and scope of the collection, processing and use of personal data can be found in the **Privacy** Declaration section.

Stated briefly

Your data are your data. End of story.

## §10 Changes to these Terms of Service

(1) DG reserves the right to make changes to these Terms of Service in order to, for example, make adjustments as the result of changes in legal directives or to introduce new services.

(2) The user will be notified by e-mail of changes that are made to the Terms of Service. The changes will become effective if the user does not object to the changes within six weeks after the user receives the notification. The user will be specially notified in the e-mail of the possibility of lodging an objection and the deadline for so doing.

(3) If the user objects to the changes in the Terms of Service, Staff Times will have the right to terminate and end the contractual relationship with the termination to become effective at the end of the current billing month.

Stated briefly

If these rules of play change, we will let you know.

## §11 Final provisions

Should individual parts of these provisions be or become invalid, the validity of the remaining provisions remain unaffected. In such a case, the Contracting Parties shall replace invalid provisions with provisions which are as close as possible to the invalid provisions. The legal relations with DG are exclusively subject to Swiss law. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Jurisdiction is Winterthur as the seat of DG. The latter reserves the right to prosecute the contractual partner at his domicile or another competent court.

# Privacy at *Staff Times*

*Staff Times* attaches great importance to handling your data in a secure and private way which complies with the Data Protection standards set by Swiss law. Personal data is saved, processed and analyzed only if necessary. Data will not be handed over to third parties other than for payment issues. Under no circumstances will we sell or lease your data or benefit from it in any other way.

The following privacy policy informs you on how we safeguard your data and specifies in detail what data is stored for which reasons.

## Data processing

*Staff Times* collects and saves information transferred by your browser in an automated way. That is:

- your operating system
- your browser type and browser version
- the referring URL
- your IP address
- the date and time of your web request

This data is anonymous to *Staff Times*. We will not match this data with data from other sources. We will delete IP addresses no later than 72 hours.

To improve our service on an ongoing basis, we will evaluate some of the key figures of your account for statistical reasons. This includes the number of time entries, hours, customers, projects, activities, users and logins.

## Personal information

When you sign up for an account, you will have to provide some personal information. During the trial period this includes your name, the name of your account, and your e-mail address. To continue using *Staff Times* after the trial period, you will have to provide your postal address as well.

If you contact *Staff Times* via e-mail or instant messaging, we will save a copy of the conversation for later reference. If you comment on our blog, we will save your IP address.

## Information sharing

*Staff Times* does not hand over personal information to third parties or use it in any non-related matter, as long as we do not have your written permission to do so (e.g. per e-mail) or are forced to do so by law.

## Cookies

*Staff Times* uses cookies – small files containing a string of characters. We use cookies to improve the quality and usability of our service. Most of the cookies used by *Staff Times* are so-called session cookies: they will be deleted after your session automatically. *Staff Times* also uses cookies to identify a user during a session, so the user does not have to log in on any personalized site again and again.

You can force your browser to block cookies in your browser settings, but we do not recommend that: *some* features might not be usable anymore.

## Google Analytics

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses so-called "cookies", text files which are stored on your computer and which allow an analysis of the use of the website by you. The information generated by the cookie about your use of this website is generally transferred to a Google server in the USA and stored there. However, in the case of the activation of the IP anonymisation on this website, your IP address will be previously abridged by Google within the Member States of the European Union or in other Contracting States of the Agreement on the European Economic Area.

Only in exceptional cases will the full IP address be transferred to a Google server in the USA and abbreviated there. Google will use this information to evaluate your use of the website, to compile reports on the website activity for the website operators and to provide other services connected with the use of the website and the Internet. Google may also transfer this information to third parties, provided this is required by law or if third parties process this data



on behalf of Google. The IP address transmitted by your browser as part of Google Analytics will not be merged with other Google data.

## Safety precautions

Your *Staff Times* account is password protected to prevent others from getting access to your data. We advise you to choose a secure password (more than six characters, including numbers and special characters) as well as to change your password periodically.

HTTPS (SSL) is included in every account. By accessing *Staff Times* over HTTPS, all data will be encrypted while traveling between servers. We advise you to always use HTTPS when using *Staff Times* over a public network, at internet cafes, or when you are sharing your computer with other people. Log out when you're done, and shut down the browser window to make sure others can not access your personal information.

## Changes

Please note that this privacy policy may change from time to time. We will not reduce your rights under this privacy policy without telling you about it via e-mail, and we expect that most changes will be minor. You will find the current version right here.

## More information

Please drop us a line if you have any further questions about the processing or storage of your personal data: [support@stafftimes.com](mailto:support@stafftimes.com). We will be happy to answer.

# Imprint

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## Contact

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