

**Terms and Conditions between
Easy Time Clock, Inc.
And
Easy Time Clock Client**

Client's Responsibility

Easy Time Clock, Inc. ("ETC") is a client-led time and attendance program. The Client is solely responsible for ensuring the time entries and reports are complete and correct. In the event that a Client is using a third-party program or software (e.g. payroll or invoicing), the Client is solely responsible for ensuring that the time entries and reports are complete and correct. ETC is not responsible for missed time punches, Client error, or payroll export discrepancies. The ETC team is authorized to troubleshoot and provide support for the ETC cloud-based system and related equipment; any suggested modifications to a computer, other software, or other hardware should only be performed under the advisement of an IT professional. Customer service and technical support are available during regular business hours (Monday thru Friday 8:30am-5:30pm CST), either by email at Support@EasyTimeClock.com or by phone at (405) 314-2436.

The ETC team is available to help with setup and navigation inside a Client's ETC account. However, the Client will be fully responsible for adding or making any changes to information or settings within his/her account. **For security and liability purposes, members of the ETC team will not be authorized to edit any Client's account.**

If a discrepancy or suspected error is found in a report or an export, the Client is responsible for contacting ETC immediately at support@easytimeclock.com. The Client (and other account users) should not make any changes or run final reports until the problem has been reported to and resolved by ETC.

Furthermore, the Client will be responsible for keeping all contact information current. Any contact from ETC, automatic emails setup within the Client account, password reset requests, and invoice notifications will be sent to the Client's email address listed in the Contact Information page. If the Client's contact information changes and the page is not updated, proper ownership documents may be required to reset the account.

The ETC system is functionally customizable to comply with many labor law requirements. ETC cannot be held accountable for any unlawful time clock practices. Any requirements, whether through Federal, State, local laws, or company/industry policies must be set up and maintained by the Client. These requirements may include, but are not limited to: overtime, double time, time clock rounding, break times, and paid time off accruals and usage.

For information on labor requirements in a specific area, please contact that state or federal office.

ETC's Responsibility

Access Audit Trail

ETC provides a Time Clock Access Report that serves as a complete audit trail that logs the IP address or GPS location, each individual Client login name, and action taken, including all pages visited, and any changes made.

If there is a federal or state labor dispute and an audit report is needed as proof of time and attendance, reports and archived reports can be accessed by the Client at any time. If assistance is needed in retrieving these reports, please contact ETC.

Price and Payment Details

There is a monthly service fee for using the cloud-based ETC system. The first month is free. The first invoice for payment will be posted at the end of the second month of usage. All equipment and optional features that cost an additional fee must be paid in full and are considered separate from the free trial.

Both parties agree to the following pricing terms for the Full Account or Basic Account. Clients choose between the two accounts: Basic – a simplistic time tracking and reporting tool or Full Featured – time tracking, reporting, PTO, exporting to payroll, supervisory access, project tracking, additional security features, and more. Every trial account begins as Full Featured and may be downgraded at the Client's request.

Basic Account Prices

Price

50¢ per employee

Full Account Prices

Employees

Price

1-25	\$ 1.00 per employee
26-33	\$25.50 flat rate
34-66	75¢ per employee
67-99	\$50.00 flat rate
100-499	50¢ per employee
500-1,000	\$250.00 flat rate
1,001 Plus	25¢ per employee

Invoice and Payment Terms

- The monthly fee is based on the number of Client-entered usernames in active status per month.
- Monthly, an invoice is posted to the Client account and an email notification is sent to the Client's email address and/or the billing email address.
- Clients may pay by check, credit card, or PayPal. There is a \$10 minimum on credit card and PayPal payments. Any over-payments will post as a credit on the account.
- Advance payments are accepted. For an advance payment in excess of \$100.00, Clients should contact ETC for details.
- Payments are due upon receipt of the invoice.
- A payment will be considered late if not received within 15 days from the date the invoice is posted to the Client account; late fees (up to 25% of the invoice or \$25.00 – whichever is higher) and/or interest charges at the then current statutory rate may be assessed after this date.
- Text Message clock-in, additional Admins, and other special features or equipment may be subject to additional fees.
- Fingerprint/badge readers are priced separately and are optional. Additional Reader policies are available upon request.
- Client accounts require no contracted time periods and can be cancelled at any time by ETC or the Client. The final invoice will reflect any employees in active status within the last billing cycle and must be paid before cancellation to remain in good standing. To request to close an account, please log in under the Client's Admin account, and visit the Account Status page located under the Utility tab.
- If a Client does not close his account, he will be held responsible for any fees accrued.

Past Due Terms

- Any Client account marked as "Past Due" may be subject to late payment fees.
- Failure to pay an invoice after 15 days may result in an "Admin Lockout," preventing the Client's Admin account from accessing reports.
- Failure to pay an invoice after 30 days may result in a "Time Card Lockout," making time cards hidden from employees in addition to the Admin Lockout.
- After 45 days of non-payment, a Client account may be set to "Company Lockout," prohibiting all administrative and employee privileges, and the Client account may be sent to collections.
- When paying by check, the payment must be received by ETC within 15 days from the date the invoice is posted. If payment is late, please contact ETC with the check number and the date the check was mailed.
- Any unpaid balance from usage or reader purchases may be sent to collections, and the Client Admin at the time of the invoice's posting will be held responsible for paying the amount due in full, plus any collection fees.

Privacy Policy

ETC's primary purpose in collecting personal information is to provide Clients with a safe, smooth, efficient, and customized experience. ETC may use Clients' company information to:

- Provide requested services and customer support
- Process transactions and send notices of those transactions

- Resolve disputes, collect fees, and troubleshoot problems
- Enforce this Client agreement
- Customize, measure, and improve ETC's services and the content and layout of ETC's website
- Send service update notices
- Contact a Client regarding his/her account

ETC's privacy policy describes how information is collected and stored. ETC will never give out Client contact information without written consent via email or by signed document. All calls and communication may be monitored or recorded for training and development purposes.

How ETC Collects Information

When a Client visits the ETC website, ETC collects an IP address and standard web log information, such as browser type and the pages accessed on the website. Upon opening an account, ETC may collect the following types of information:

- Client contact information – company name, contact person name, address, phone number, and email address
- Financial information - credit card numbers for automatic credit card payment

How ETC Uses Cookies

When the ETC website is accessed, a small data file called a cookie may be placed, and a "session cookie" may be sent to a computer at the time of log in. This type of cookie helps ETC to recognize each Client as they visit multiple pages of the site during the same session, so that a password or additional permissions are not required on each page. Upon log out or the closing of a browser, this cookie expires and no longer has any effect. ETC encodes cookies so that the information stored within them is not easily interpreted.

How ETC Protects and Stores Client Company Information

ETC stores and processes company information on secure computers in the US, and ETC protects it by maintaining physical, electronic, and procedural safeguards in compliance with applicable US federal and state regulations. ETC will take all reasonable steps to secure and protect such Client information, but makes no guarantees or warranties that Client information will not be compromised or hacked. ETC uses computer safeguards such as firewalls and data encryption, enforces physical access controls to buildings and files, and authorizes access to company information only for those employees who require it to fulfill their job responsibilities. Specific secure payment details (such as credit card numbers) are not viewable or accessible to any employee.

How ETC Shares Client Company Information with its Merchant Accounts

To process payments, ETC needs to share some personal and/or company information with merchant companies to confirm credit card details in order to complete the transaction.

ETC will not disclose any Client credit card information to anyone, except with express permission of the Client or if ETC is required to do so to comply with a subpoena or other legal process.

How ETC Shares Client Company Information with Other Parties

ETC shares Client company information only when:

- It is necessary to do so to comply with legal requirements
- Specific consent is given by a Client, ETC may post a company's name, contact person name, and testimonial for prospective Clients as a reference
- A Client consents to or directs ETC to do so (e.g. with a third-party payroll or HR company)

ETC will never sell any Client information to third parties in the normal course of doing business and will only share Client information with third parties as described in this policy.

How to Access or Change Client Company Information

Review Client company information and make any necessary changes at any time by logging in with the Client's Admin account, clicking the *Setup* tab and selecting the *Contact Information* link, type in the necessary changes, and click the *Save Changes* button.

Additional Provisions

ETC reserves the right to waive any fee or charge at its discretion, but this does not constitute any agreement to waive any future fees.

ETC reserves the right to close any Client account for any reason including closing for convenience with or without notice or for cause (i.e. non-payment or abuse) with or without notice.

ETC reserves the right to charge any Client for fees associated with collecting a payment including but not limited to Non-Sufficient Funds fees, Charge Back fees, attorney fees, court costs, or processing fees.

At times, it may be necessary for www.easytimeclock.com to go offline for routine maintenance. When this occurs, Clients will be notified on the internal Bulletin Board in advance of any outage, and the backup site, www.easytimeclock.net will be available. If an unscheduled outage occurs, please know that ETC's backup site, www.easytimeclock.net, is available to record all time data until the issues are resolved.

This agreement represents the total understanding between the parties and any prior representations or agreements are superseded and replaced by this document.

These Terms and Conditions shall be governed by the laws of the State of Oklahoma. Any dispute or contest shall be conducted in the appropriate forum or court located in Oklahoma City, OK, USA.

ETC reserves the right to amend this policy at any time by posting a revised version on <http://www.easytimeclock.com>. The revised version will be effective at the time it is posted. In addition, any time a revision is made, the update will be posted to the Bulletin Board (under the *Utility* tab, select the *Bulletin Board* link) in each Client account. This policy was last modified in October of 2016.