

# Allied Time USA, Inc. TERMS OF SERVICE FOR CloudBiometry Services

This Agreement is a legal agreement between you and Allied Time USA, Inc. 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 our Services. By accessing or using our Services you agree that:

- You can form a binding contract with Allied Time USA, Inc.;
- You will comply with this Agreement and all applicable local, state, national, and international laws, rules, and regulations, including applicable trade regulations.

## 1. YOUR RIGHTS TO USE THE SERVICES

1.1 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 Allied Time USA, Inc. which 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, Allied Time USA, Inc. grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services.

1.2 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. You agree you will not:

- Reproduce, modify, or copy, resell or lease the Services without the expressed written permission by Allied Time USA, Inc.
- Decompile, disassemble, or reverse engineer the Services.
- Make the Services available on any file-sharing or application hosting service.

## 2. PAYMENTS AND TAXES

For Services offered on a payment or subscription basis, the following terms apply, unless Allied Time USA, Inc. notifies otherwise in writing.

- a. Payments will be billed to you in U.S. dollars (plus any and all applicable taxes) when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services.

- b. You must pay with one of the following:
  - 1. A valid credit card;
  - 2. A valid debit card;
  - 3. By another payment option Allied Time USA, Inc. provides to you in writing.
- c. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.
- d. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of the Services, 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.
- e. Allied Time USA, Inc. will automatically renew your monthly, quarterly, or annual Services at the then-current rates, unless the Services subscription is cancelled or terminated under this Agreement.
- f. Additional cancellation or renewal terms may be provided to you on the website for the Services.

### **3. USE WITH YOUR MOBILE DEVICE**

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.

ALLIED TIME USA, INC MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

- i. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
- ii. ANY LOSS, DAMAGE OR SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
- iii. ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

### **4. RESTRICTED USE OF SERVICES**

- a. 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 Services. 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 Allied Time USA, Inc. to be a payroll calculation or any other payment calculation.

- b. You accept sole responsibility for ensuring compliance with state and federal labor laws and reporting and hold Allied Time USA, Inc. harmless and indemnifies Allied Time USA, Inc. from any and all payroll, tax and labor compliance liabilities. Visit US Department of Labor web site for latest updates on fair labor standards and compliance: <https://www.dol.gov/whd/flsa/index.htm>

## 5. ADDITIONAL TERMS

**5.1 Allied Time USA, Inc Does Not Give Professional Advice.** Unless specifically included with the Services, Allied Time USA, Inc. is not in the business of providing legal, financial, accounting, tax, health care, or other professional services or advice.

**5.2 Allied Time USA, Inc. May Tell You About Other Allied Time USA, Inc. Services.** You may be offered other services, products, or promotions by Allied Time USA, Inc. Additional terms and conditions and fees may apply.

**5.3 Communications.** Allied Time USA, Inc. may be required by law to send you communications about the Services or third party products. You agree that we may send these communications to you via email or by posting them on our websites.

**5.4 You Will Manage Your Passwords and Accept Updates.** You are responsible for securely managing your password(s) for the Services and to contact Allied Time USA, Inc. if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates for improvement. You agree to receive these updates.

## 6. 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, ALLIED TIME USA, INC. 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. ALLIED TIME USA, INC. AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION.

## **7. LIMITATION OF LIABILITY AND INDEMNITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF ALLIED TIME USA, INC, 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, ALLIED TIME USA, INC, 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 OUR SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF ALLIED TIME USA, INC. AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF ALLIED TIME USA, INC, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify and hold Allied Time USA, Inc. 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"). Allied Time USA, Inc. 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 Allied Time USA, Inc. in the defense of any Claims.

## **8. CHANGES**

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.

## **9. TERMINATION**

Allied Time USA, Inc. may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the 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. Upon Allied Time USA, Inc. 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 Allied Time USA, Inc's rights to any payments due to it. Allied Time USA, Inc. may terminate a free account at any time.

## **10. GOVERNING LAW**

Florida state law governs this Agreement without regard to its conflict of laws provisions.