TimeCom WebClock Terms of Use

Last Modified: April 30, 2025

Acceptance of the Terms of Use

These terms of use are entered into by and between you and Accu-Time Systems, Inc. ("Company," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "Terms of Use"), govern your access to and use of the TimeCom WebClock, including any content, functionality, and services offered on or through TimeCom WebClock (the "WebClock"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the WebClock. By using WebClock or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [https://atstimecom.accu-time.com/webclock-privacy-policy/], incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the WebClock.

WebClock is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using the WebClock, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the WebClock.

Supplemental Nature

These Terms of Use are intended to supplement, and not to replace, the TimeCom General Terms (the "Master Agreement") between us and your Employer. In the event of any conflict between these Terms of Use and the Master Agreement, the Master Agreement shall govern, unless explicitly stated otherwise.

Authorized Use

You are permitted to access and use the WebClock solely in your capacity as an authorized user designated by your Employer under the Master Agreement. Your access is limited to business purposes authorized by your Employer.

You must:

- Access the WebClock using only credentials issued to you by your Employer;
- Use the WebClock in compliance with all applicable laws and regulations;
- Promptly report any security incidents, breaches, or unauthorized use.

To access the WebClock or some of the resources it offers, you may be asked to provide certain registration details or other information. You agree that all information you provide to register with the WebClock or otherwise, including, but not limited to, through the use of any interactive features on the WebClock, is governed by our *Privacy Policy* [https://atstimecom.accutime.com/webclock-privacy-policy/], and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Account Responsibility

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the WebClock or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Prohibited Uses

You may use the WebClock only for lawful purposes and in accordance with these Terms of Use. You agree not to use the WebClock:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or usernames associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the WebClock, or which, as determined by us, may harm the Company or users of the WebClock, or expose them to liability.

Additionally, you agree not to:

- Use the WebClock in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the WebClock, including their ability to engage in real time activities through the WebClock.
- Use any robot, spider, or other automatic device, process, or means to access the WebClock for any purpose, including monitoring or copying any of the material on the WebClock.
- Use any manual process to monitor or copy any of the material on the WebClock, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the WebClock.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the WebClock, the server on which the WebClock is stored, or any server, computer, or database connected to the WebClock.
- Attack the WebClock via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the WebClock.

Intellectual Property Rights

The WebClock and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

The Company name, the terms TimeCom and WebClock, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this WebClock are the trademarks of their respective owners.

Monitoring and Enforcement; Termination

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the WebClock.
- Terminate or suspend your access to all or part of the WebClock for any or no reason, including without limitation, any violation of these Terms of Use.

Information About You and Your Visits to the WebClock

All information we collect on the WebClock is subject to our Privacy Policy [https://atstimecom.accu-time.com/webclock-privacy-policy/]. By using the WebClock, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Geographic Restrictions

The owner of the WebClock is based in the State of Connecticut in the United States. We provide the WebClock for use only by persons located in the United States. We make no claims that the WebClock or any of its content is accessible or appropriate outside of the United States. Access to the WebClock may not be legal by certain persons or in certain countries. If you access the WebClock from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Amendments

We reserve the right to modify these Term of Use at any time. Any changes will become effective upon posting to the WebClock. Your continued use of the WebClock following such changes constitutes your acceptance of the revised Terms of Use.

Disclaimers and Limitation of Liability

To the maximum extent permitted by law, the WebClock is provided "as is" without warranty of any kind. Company disclaims all liability for any loss or damage arising from your use of the WebClock except as expressly provided in the Master Agreement.

Governing Law and Jurisdiction

These Terms of Use shall be governed by the same jurisdiction and dispute resolution provisions as set forth in the Master Agreement between Company and your Employer.