Terms Of Service TimeApp.se

Last updated: 2019-06-05

1. General conditions

1.1 TimeApp (hereafter named the Service) is provided by the company P&K TimeApp AB, corporate identification number 556460-3669 (hereafter called the Supplier), to company, private company or other legal entity. In this terms of service you/your company will be named the Customer.

1.2 The Supplier and the Customer are also known separately as Party and combined as Parties.

1.3 The Service is described on the Supplier's homepage. It is offered in its basic version, but the Supplier is entitled to change, develop and upgrade the basic execution of the Service as existing custom versions of and functions in the Service. After agreement with the Supplier, the Customer can order a customised version of the Service, hereafter called Customised Service, which is subject to the same conditions as the basic Service, unless otherwise agreed.

2. Validity

2.1 Access to the Service (hereafter called Access rights) is obtained by subscribing to a Subscription on the Supplier's homepage (https://www.timeapp.se) or through a partner approved by the Supplier, wherein this Terms of Service are deemed accepted by the Customer. A list of approved partners can be found on the Supplier's website: https://www.timeapp.se/partners

2.2 Access rights commence with a free seven-day (7) demo period. After which the Customer is required to subscribe to the Service for the Access rights to remain operative. If the Customer chooses not to subscribe for Subscription, Access rights are denied and access to the Service is limited to the section "Buy TimeApp", which appears when the Customer logs in to the Service on their browser. After twelve (12) months the Customer's account on the Service will be deleted, unless otherwise Agreed. When purchasing the Access rights via a party other than the Supplier, no demo period is issued, unless otherwise agreed.

2.3 The price for Access rights is based upon the number of users accessing the Service, as shown in the price list under the "Buy TimeApp" section, alternatively, "Subscription" as shown in the main menu after the Customer has logged in to the Service on their browser. If the right of use is provided by a party other than the Supplier, the Customer is referred to that party for information on prices.

2.4 The Agreement is valid from when the Supplier confirms the Customer's demo account and/or Subscription with a term of agreement corresponding to the payment interval chosen by the Customer for Access rights upon subscription. The Access rights and the Terms of Service as a whole are effective from the date the Customer receives log-in information for the Service from the Supplier.

2.5 At the end of the Terms of Service period or when changes in the Subscription that the Customer implements, e.g. by changing periodicity or number of users, the Terms of Service is extended automatically with the corresponding period until one or other Party terminates the Terms of Service.

2.6 The Service may not be transferred without written permission from the Supplier.

2.7 The individual who orders the Service in accordance with this Terms of Service on behalf of the Customer, certifies they are authorised to enter into the Terms of Service with binding effect for the Customer.

3. Termination

3.1 Termination by the Customer may be carried out on the Subscription page in the Service. Access rights cease from the end of the current payment period. Termination by other approaches are not considered termination. If the Access rights has been obtained through a party other than the Supplier, the termination of the service takes place through contact with the party in question.

3.2 In-advance payment or invoiced fees for Access right at the time for termination are non-refundable, unless the Parties otherwise agreed.

3.3 A non-payment is not considered termination of the Service. All costs incurred in connection with subscription renewal shall be paid in full by the Customer.

3.4 Termination of the Terms of Service by the Supplier shall be carried out in writing by post or email at least thirty (30) days before Access rights conclude. When this Terms of Service expires, the Customer's right to use the Service terminates.

4. Payment

4.1 Payment for the Service shall be paid in line with the time specified according to the pricelist for the Service. Current prices are available on the Subscription page and also published on the Supplier's homepage. This only applies in cases where the Customer has received Access rights directly from the Supplier. If this is not the case,

the Customer may turn to the party that provided the Access rights to obtain information on payment and prices. This also applies to paragraphs 4.2, 4.3, 4.4, 4.5, 4.6, 4.7 and 4.8

4.2 Payment in advance for the payment interval the Customer has chosen. Payment by credit or debit card, or invoice (invoice fee applicable).

4.3 All card transactions and invoicing are handled by the Supplier's partner for payment solutions (currently PayEx). In the event of a change of partner for payment solutions the Customer will be informed by email or post in a reasonable period before a change occurs.

4.4 In case of failed card payment, e.g. when the Customer has forgotten to update the registered debit/credit card or when coverage is lacking at the time of transaction, the Supplier reserves the right to invoice the Customer for continued access to the Service, with a payment interval of six (6) months. In the case of a failed payment the Customer has twenty-four (24) hours to register a functioning card before an invoice is sent.

4.5 Invoices are sent directly to the Customer by email.

4.6 In case of late payment, default interest is legally due. Invoice reminders will be sent by email to the Customer's contact address. The Customer can also be informed about due invoices by a message in the Service.

4.7 The Supplier has the right to close Access rights for a Customer who, despite reminder, fails to pay the invoice.

4.8 It is the Customer's duty to register a correct and functioning email address for the Customer with the Supplier. The Customer should immediately inform if an invoice is considered incorrect. If this does not happen within fourteen (14) days of the invoice date of print, the Customer's right to such objection expires.

5. The Supplier's responsibility

5.1 The Supplier shall supply the Service to the Customer according to this Terms of Service. However, the Supplier cannot singly guarantee that the Service provided is faultless and without interference and is not responsible or liable for direct or indirect injury or economical loss due to error, shortcoming, delay, imperfection or similar in the Service.

5.2 Compensation is not paid in the case of indirect damage such as loss of profit, loss of production and sales, loss and corruption of data, hindrances to comply with third-party obligations or non-use of the Service. The Supplier is not liable if a third party infringes the Supplier's computer resources and accesses, destroys or corrupts information handled by the Service.

5.3 The Supplier is not liable for any inconvenience, damage or loss and is exempt from liability for interruptions or disturbances caused by circumstances beyond the Supplier's control, for example, but not limited to; lightning, fire, burglary, flood, communication disturbance or strike (force majeure).

5.4 In the event of interruption, so the Service cannot be reached, the Customer is aware that the Supplier will communicate current troubleshooting status and work through channels such as email, Twitter (https://twitter.com/pktimeapp) and Facebook (https://facebook.com/timeapp).

6. The Customer's responsibility

6.1 The Customer undertakes to use the Service in accordance with this Terms of Service and any instruction from the Supplier.

6.2 The Customer undertakes to store and manage information and passwords and associated instruction protected from unauthorised access and immediately inform the Supplier if there is a risk of access by any third party to the Service or such Information.

6.3 The Customer undertakes to change and update the necessary information such as contact details, email and invoicing address etc. via the Subscription page. The Supplier reserves the right to change any incorrect data and charge the Customer for administrative additional work according to current hourly rate.

6.4 The Customer agrees that the Service may only be used for legal purposes and the Customer undertakes to hold the Supplier harmless in respect of all third-party claims directed against the Supplier due the Customer's use of the Service, including but not limited to; claims for infringement of third party immaterial rights or unauthorised processing of personal data. The Supplier is not liable for any inconvenience, damage or loss and is exempt from liability for interruptions or disturbances caused by circumstances beyond the Supplier's control, for example, but not limited to; lightning, fire, burglary, flood, communication disturbance or strike (force majeure).

7. Changes

7.1 The Supplier owns the right to change the Terms of Service, fees for Access rights or the Service's scope and functionality and changes will be published on the Supplier's homepage. The changes are deemed accepted by the Customer with renewed subscription and by continued use of the Service.

7.2 Price changes are realized when a new payment period begins.

8. Secrecy

8.1 The Supplier handles all information about their Customers confidentially to protect the Customer's integrity. However, for marketing purposes, the Supplier has the right to state the Customer as the Supplier's Customer, as long as the Customer does not object in writing. For further information about how the Service and the Supplier handle Customer's data please refer to the document Privacy Policy which can be read on https://www.timeapp.se/integritet.

8.2 When it specifically concerns the members of the Swedish Bar Association, the Supplier has taken note of the Swedish Bar Association's internal investigation; External IT-services at Law Firms [1] and fully shares what is stated and proposed. Under point 2.4 Considerations and recommendations, it includes 12 requirements and / or recommendations, which a law firm should place on cloud service providers or other forms of external IT-solutions. The Supplier fully adheres to what is said and recommended.

Similarly, the Supplier has also taken note of the report that a working group within The Swedish Bar Association (decision 2011-06-09) has presented on March 20, 2019; Updated guidance on the use of external IT-services in law firms. Here too, the Supplier shares the study's conclusions and recommendations and believes that the system in all respects lives up to what is expected and required.

9. Personal data

General Data Protection Regulation (GDPR) is an EU Regulation that will replace the Personal Data Act (PUL) from 25th May, 2018 and applies to all EU countries. The intention is to ensure the integrity of the individual and therefore a rather extensive regulatory framework which will then apply. The Supplier's Customers are responsible for personal data of employees/users of the Service as well as all personal data-related information collected by users, for example, information about customers and projects.

9.1 Regarding the processing of personal data in the Service, this is as stated in the Personal Data Processor Agreement in Appendix 1 and sub-annexes.

9.2 Controller for Personal Data in the Personal Data Processor Agreement is the Customer.

9.3 Personal Data Processor is the Supplier.

9.4 The Supplier is, however, responsible for the personal data needed to fulfil the

contractual commitment to the Customer. This includes the Customer's company name, postal address and corporate identification number and the main user's; name, email and telephone number.

10. Availability

The Service availability goal is 99%, twenty-four (24) hours per day. During the period 1st January 2017 and 1st January 2018, the Service was available 99.98%. Our statistics are performed by Pingdom AB and the downtime includes planned operational shutdown.

11. Dispute

Disputes arising from this Terms of Service shall be settled in accordance with Swedish law in the general court with Nyköping District Court as the first instance.

Contact

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www.timeapp.se

Appendix 1

Personal Data Processor Agreement

1. Parties
This Agreement is reached between the Supplier (hereafter called Personal Data Processor) and the Customer (hereafter called Personal Data Controller).

2. Definitions

2.1 Processing of personal data
Measures taken regarding the processing of personal data irrespective of its form and interface.

2.2 Personal Data Controller
Alone or together with others determines the purposes, method and means of processing personal data.

2.3 Personal Data Processor
Processes personal data on behalf of the Personal Data Controller.

3. Purpose
The purpose of this agreement is to ensure that the Personal Data Processor's processing of personal data on behalf of the Personal Data Controller is in accordance with the Data Protection Ordinance (GDPR or the European Parliament and Council Regulation EU 2016/679) and as agreed in this Agreement.

4. Instructions

4.1 The Personal Data Processor may only process the Personal Data Controller's personal data in accordance with the Personal Data Controller's written instructions.

4.2 The Personal Data Controller's initial instructions to the Personal Data Processor about the form and duration, the nature and purpose or the processing, type of personal data and category of registered data are given in this Processor Agreement and in sub-annex 1 – Instructions for processing of personal data.

4.3 In the case the Personal Data Processor lacks instruction which is considered necessary to fulfil the obligations, the Personal Data Processor shall immediately inform the Personal Data Controller and await instructions.

5. Personal Data Processor's obligations

5.1 The Personal Data Processor undertakes to apply current Swedish legislation and existing EU directives with regard to the processing of personal data.

5.2 The Personal Data Processor undertakes to only provide personal data to those in their own organisation that need access to the data in order to carry out their duties.

5.3 The Personal Data Processor may not provide personal data or other information with regard to the processing of personal data to a third party, unless the Personal Data Controller gave written consent in advance, with the exception of a disclosure required by law.

5.4 In the case the authorities or other third party request information from the Personal Data Processor regarding the processing of personal data, the Personal Data Processor, without delay, shall forward such a request to the Personal Data Controller. The Personal Data Processor shall if required assist the Personal Data Controller compile the information requested by the third party.

5.5 The Personal Data Processor has not the right to represent the Personal Data Controller or act for the Personal Data Controller regarding third parties, unless otherwise agreed.

6. Security

6.1 The Personal Data Controller shall take the necessary security measures in accordance with applicable law and applicable practices for the protection of personal data.

6.2 The Personal Data Controller certifies that all its activities are managed in a way that ensures compliance with legal requirements for adequate safety standards. The Personal Data Controller undertakes to comply with government decisions regarding security measures for processing of personal data.

6.3 The Personal Data Processor shall immediately inform the Personal Data Controller upon detection or suspicion of unauthorised access to personal data.

6.4 In order to ensure the Personal Data Processor is taking adequate security measures, the Personal Data Controller is entitled to the necessary transparency into the Personal Data Processor's operations, system and processing of personal data. The Personal Data Processor undertakes without delay, on the request of the Personal Data Controller, to provide the Personal Data Controller with the information required in order to exercise its transparency.

7. Sub-contractors

7.1 The Personal Data Processor is not entitled to use sub-contractors for processing of personal data on behalf of the Personal Data Controller without written consent.

7.2 The Personal Data Processor, upon obtaining consent, will supply the Personal Data Controller with necessary information regarding the sub-contractor, including but not limited to:

- Sub-contractor's company name
- What country the sub-contractor the Personal Data Controller's personal data will be processed in
- What type of Service the sub-contractor will perform

7.3 Upon obtaining consent, the Personal Data Processor and a Personal Data Controller representative sign a written agreement with the sub-contractor under which the sub-contractor, as a personal data processor for the Personal Data Processor, undertakes the same obligations as stated in this Personal Data Processor Agreement.

7.4 The Personal Data Processor shall at the request of the Personal Data Controller send a copy of the Agreement signed by both the Personal Data Processor and the sub-contractor.

7.5 The Personal Data Processor undertakes to, in good time, inform the Personal Data Controller of a decision to cease using a sub-contractor.

8. Personal data incidents

8.1 The Personal Data Processor shall without unnecessary delay inform the Personal Data Controller after having become aware of a personal data incident.

8.2 The Personal Data Processor shall assist the Personal Data Controller with the information which may reasonably be required to fulfil its obligation to report personal data incidents.

9. Correction and deletion of personal data

9.1 The Personal Data Processor undertakes to, without delay, correct incorrect or incomplete personal data after instruction from the Personal Data Controller.

9.2 After a written request for deletion of personal data from the Personal Data

Controller, the Personal Data Processor may only process the data as part of the deletion process and undertake to delete data, without delay but at latest within one hundred and twenty (120) days.

9.3 At the termination of the Agreement, the Personal Data Processor shall, at the request of the Personal Data Controller, return personal data. The Personal Data Processor saves all data, including personal data, related to the Customer's account for up to twelve (12) months, after which it is deleted permanently. This is to enable re-activation of the Customer's account for up to one year after terminating the Subscription.

10. Transfer

This Agreement may not be transferred without the approval of the other party. Transfers shall constitute a written supplement to this Agreement.

11. Term

The provisions in this Personal Data Processor Agreement shall apply as long as the Personal Data Processor processes personal data for which the Personal Data Controller is responsible for the personal data.

Sub-annex 1

Instructions for processing of personal data

Purpose
The purpose for which personal data will be processed by the Personal Data Processor.

- To fulfil obligations under the Terms of Service as well as this Processor Agreement
- To fulfil the Personal Data Controller's obligations according to data protection laws applicable to the Personal Data Controller in its processing of personal data according to the Terms of Service and this Processor Agreement.

Task categorisation
Personal data to be processed by the Personal Data Processor.

The categories of personal data to be processed vary depending on which Service functions are used by the Personal Data Controller. Example of personal data to be processed in conjunction with the Service are:

- Contact details, such as; name, email address and address etc.
- Invoice details, such as customer number, address, reference etc.
- Personal data, such as personal registration number, bank account, and personal details about health; including sick leave, etc.

Categories of registration
The categories of records in which the Personal Data Processor will process personal data.

- User, including the main user for the Personal Data Controller.
- The Personal Data Controller, in case of private company.
- The Personal Data Controller's personnel, customers and suppliers as well as other categories of registers of which the Personal Data Controller decides
- Depending on the branch/activity where the Personal Data Controller chooses to use the Service, the Personal Data Processor, possibly and by way of exception, will process personal data about minors.

Processing activities
Processing activities that will be carried out by the Personal Data Processor.

- Organisation, structuring, storage and collection of personal data in the form of file imports.

- Transfer of personal data to fulfil the Personal Data Processor's obligations in accordance with point four (4) in the Processor Agreement.
- Processing or modification, copying, adjusting or assembly and deletion of personal data, at the request of the Personal Data Controller, to complete the obligations of the Personal Data Processor in accordance with point five (5) in the Personal Data Processor Agreement.

Place of processing of personal data
All the places where personal data will be processed by the Personal Data Processor.

- The place of processing will vary depending on which Service and functions used by the Personal Data Controller. A complete overview of places for respective process can be viewed in sub-annex 2 – pre-approved sub-contractors.
- Personal data is stored in a data warehouse with full redundancy at all stages. Continual security checks are carried out to maintain security reliability. The Personal Data Processor has implemented sufficient processes and routines for the processing of personal data.

Sub-annex 2

Pre-approved sub-contractors

Supplier	**Purpose**	**Place**
GleSYS AB	Provides IT infrastructure (servers)	The Netherlands
Wildbits, LLC	Provides mailing of transactional email	USA (Privacy Shield)
PayEx Sverige AB	Provides payment service provider for P&K TimeApp AB	Sweden
Zendesk, Inc	Provides customer support software	USA (Privacy Shield)
Amazon Web Services, Inc	Provides IT infrastructure for mailing of newsletters	USA (Privacy Shield)
Google, LLC	Provides software for managing email	USA (Privacy Shield)

P&K TimeApp AB has signed Personal Data Processor Agreements with all sub-contractors.