

WorkSchedule.Net Version 9 Terms of Service

Last updated: 7/1/2022

1. AGREEMENT TO TERMS

These Terms of Service (these “Terms of Service” or “Terms”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Program Works, Inc., (“we”, “us”, or “our”), concerning your access to and use of the **WorkSchedule.Net Version 9 web site and application**, including the application at <https://workschedule.app>, the web site at <https://www.workschedule.net>, the mobile website at <https://m.workschedule.app>, and the mobile applications named “WorkSchedule.Net Mobile” when available from the Apple Store and from Google Play (all such access points collectively, the “Application”).

FOR THE AVOIDANCE OF DOUBT, REFERENCE TO THE APPLICATION IN THESE TERMS EXPLICITLY EXCLUDES ALL PORTIONS OF THE WORKSCHEDULE.NET VERSION 8 APPLICATION, WHICH IS OPERATED UNDER THE HTTPS://WS8.WORKSCHEDULE.NET AND HTTPS://M.WORKSCHEDULE.NET SUBDOMAIN NAMES (THE “VERSION 8 SUBDOMAINS”). THESE TERMS OF SERVICE APPLY TO VERSION 9 ONLY. SUBDOMAINS OF WORKSCHEDULE.NET THAT FORWARD DIRECTLY TO THE VERSION 8 SUBDOMAINS, THE VERSION 8 MOBILE APPLICATION NAMED “WORKSCHEDULE.NET” AVAILABLE FROM GOOGLE PLAY, AND THE VERSION 8 MOBILE APPLICATION NAMED “WSDN” AVAILABLE FROM THE APPLE STORE ARE ALSO PART OF THE EXCLUDED VERSION 8 APPLICATION.

We are registered in Florida, United States and have our registered office at 1511 E State Road 434, Suite 2001, Winter Springs, FL 32708. You agree that by accessing the Application, you have read, understood, and agree to be bound by all of these Terms of Service.

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF SERVICE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING OR ACCESSING THE APPLICATION AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted in the Application from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Service from time to time. We will alert you about any changes by updating the “Last updated” date of these Terms of Service and will use commercially reasonable efforts to inform you of such change through the Application. Notwithstanding the foregoing, you expressly waive any right to receive specific notice of each such change. As such, please ensure that you check the applicable Terms each time you use our Application so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted the changes in any revised Terms of Service by your continued use of the Application after the date such revised Terms of Service are posted.

The information provided in the Application is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Application from other locations do so on their own initiative and are solely responsible for compliance with all applicable local and other laws.

The Application is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Application. You may not use the Application in a way that would violate the Gramm-Leach-Bliley Act (GLBA) or any other applicable law.

The Application is intended for users who are at least 18 years old. Persons under the age of 18 cannot be the Main Account Contact nor have permissions for Billing nor Subscriptions. Persons under the age of 13 years old are not permitted to use or register for the Application.

2. DEFINITIONS

Company Account: An account within the Application representing an organization, containing one or more User Accounts, and separated from other Company Accounts, identified by a Company ID. Users in a Company Account cannot access the UGI of other Company Accounts in general.

User: An individual natural person who has been assigned to or identified by a User Account, whether or not given access to the Application.

User Account: An account that allows a User access to the Application within a Company Account and/or allows a User to be assigned to a shift or time block within the Application.

User License: The license required to have a single Active User Account within a Company Account for the Subscription Term.

Active User Account: A User Account that has been added and is not deactivated in the Application.

Registered User Account: An Active User Account for which a User has registered and therefore can login under the User Account.

Notifications: Any email or SMS messages sent from the Application by or on behalf of a User.

Main Account Contact: A User of a Company Account who has final administrative control of the Company Account. The Main Account Contact authority can only be transferred to another User using the Application portal by the current Main Account Contact.

Subscription Term: That certain number of months for which a subscription to the Application is paid for by you in accordance with these Terms and/or any Price Plan.

Subscription Fee: The price of the User Licenses for the Subscription Term.

Renewal Date: The end date of a Subscription Term, when the next Subscription Term will start if the Company Account has not been cancelled in accordance with these Terms.

Price Plan: The formula for calculating the price of the User Licenses to the Application (the Subscription Fee), based on (a) the number of User Licenses and (b) the Subscription Term.

3. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Application (inclusive of all custom developments, enhancements, improvements, or updates whether ordered by you or otherwise) is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, graphics, and any or all other intellectual property rights in and to the Application (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided in the Application “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Service, no part of the Application and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any purpose whatsoever (commercial or non-commercial), without our express prior written permission.

Provided that you are eligible to use the Application, you are granted a limited license to access and use the Application and to download or print a copy of any portion of the Content to which you have properly gained access in accordance with your permissions, our policies, and these Terms of Service solely for your internal business use at your organization. We reserve all rights not expressly granted to you in and to the Application, the Content and the Marks.

4. USER REPRESENTATIONS

By using the Application, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Service; (4) you will use the Application for its intended purpose in accordance with all documentation, policies, and procedures provided within the Application or separately by us; (5) you will not access the Application through unauthorized automated or non-human means (not inclusive of officially licensed APIs or other access granted to you by us), whether through a bot, script or otherwise; (6) you will not use the Application for any illegal or unauthorized purpose; and (7) your use of the Application will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Application (or any portion thereof) at our discretion.

5. USER LICENSING

General User Licensing Rules

Every Active User Account requires one (1) User License, regardless of whether a User is assigned to, registered to, or identified by the User Account. User Accounts cannot be shared by different Users. Multiple User Accounts can be assigned to the same User either within the Company Account or among different Company Accounts, but a separate User License is required for each such instance. A single User Account cannot identify more than one User.

Allocating / Reallocating User Licenses

Users can be deactivated in the Application in the “Manage Users” area (or other successor).

Deactivating a User Account automatically releases the User License associated with it. Reactivating a previously deactivated User Account automatically assigns a new User License.

User Accounts may not be reassigned from one User to a different User (such as by renaming the User Account) except to correct data entry errors. Instead, you are expected to deactivate the User Account (which releases the User License) and then add a new User Account (or reactivate a previously deactivated User Account already assigned to the User) for the new/previous User. This will maintain proper history / audit trail within the Application.

6. USER REGISTRATION / AUTHORITY

Users will be required to register with the Application. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

User Authority / Permissions

The original User who signs up for a free trial has initial ultimate authority for decisions regarding the company account as the Main Account Contact. Additional Users can then be invited and also must register and agree to these Terms to use the Application. Only one User can be designated as the Main Account Contact at a time. One Main Account Contact can transfer the designation to another User in Company Settings within the Application. Should there be a dispute concerning whether the Main Account Contact has the authority to speak for you, the organization, we will (i) take instruction from the Chief Executive Officer of the company affiliated with the Company Account in assigning the Main Account Contact role using reasonable means to validate that person via public records; and (ii) in the absence of such instruction within a reasonable time grant Main Account Contact privileges to the User that appears to have the next highest permission, at our sole discretion, then affiliated with the Company Account which you acknowledge will have authority in such role.

Users that are given the “Billing” permission within the Application in their user role, will have the authority to update billing information, add, edit, and remove payment methods, view invoices and payments, and pay invoices. Users that are given the “Billing and Subscription” permission within the Application in their user role, will have the same authority, and in addition, the authority to change the subscription or cancel it on your behalf.

7. SUBSCRIPTION FEES AND PAYMENT

Pricing

Each Company Account is assigned a Price Plan, usually established at the time of initial sign up for the Application. Upon initial purchase of a subscription, you will be assigned to the latest Price Plan described at <https://workschedule.net/pricing> (the “Pricing Page”) which we reserve the right to modify at any time in respect of new subscribers. If you have initially purchased earlier than July 1, 2022, you may be on a grandfathered Price Plan different from that described on the Pricing Page. We may change prices at any time, including for grandfathered Pricing Plans, which are effective upon the next renewal of your subscription. All payments shall

be in U.S. dollars. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

Invoices

Upon your initial purchase of a subscription, you will be immediately invoiced. Unless you cancel your subscription, you will be invoiced on a recurring basis on each Renewal Date within 7 to 10 business days on or after your Renewal Date. Invoices are due within 30 days after the date such invoices are created and sent to you. Invoices can be seen in the “Billing” area, “Invoices” tab of the Application.

Upon renewal, your current Subscription Term and number of User Licenses will be set equal to the next Subscription Term and next subscription number of User Licenses, which you can modify (within certain limits) in the “Billing” area, “Subscription” tab of the Application. The invoice amount will be computed based on the Price Plan you are on. If, at that time, you have more Active User Accounts in the Application than you have User Licenses for, you agree to an automatic increase of the number of your User Licenses to match the number of Active User Accounts you have in the Company Account, and you will be invoiced accordingly.

We may suspend or terminate your Company Account for non-payment if any invoice is not paid by the due date.

Payment

We accept payment by credit card or by U.S. check in immediately available U.S. funds. Accepted credit cards are Visa, Mastercard, American Express, and Discover.

You agree to provide current, complete, and accurate purchase and account information for all payments made via the Application. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed.

You agree to pay all one-time and recurring invoices at the prices then in effect for your Price Plan, initially and upon each Renewal Date, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase.

You can manually pay your invoice in the “Billing” area, “Pay Bill” tab of the Application or choose the “auto-pay” option.

Payments received are applied to the oldest invoices first.

Auto-pay

By turning on the auto-pay option in the “Billing” area, “Payment Profiles” tab of the Application, you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you cancel.

Payments can be seen in the “Billing” area, “Invoices” tab of the Application.

Purchase Orders

We accept purchase orders, but you acknowledge and agree that purchase orders that are accompanied by additional or replacement terms and conditions shall be deemed null and void in respect of such additional or replacement terms and conditions and shall not in any way modify, alter, or otherwise effect the validity of these Terms. In all such cases, the terms presented in these Terms of Service shall control your subscription for the Application, as may be modified by a written agreement with you that must be explicitly signed by both parties.

Our use of a purchase order number or reference to it on an invoice is intended solely for your convenience, and does not constitute an agreement, and shall in no way modify or otherwise alter these Terms of Service.

We reserve the right to refuse any order for any reason or no reason, whether extended through the Application or otherwise.

Responsibility for Invoices

The operator of a Company Account is ultimately responsible for invoices related to all Users associated with such Company Account. We shall be entitled to rely upon our communications with the Main Account Contact or any User assigned “Billing” or “Billing and Subscription” permission in the Application in connection with such invoices.

8. FREE TRIAL

From time to time, we may offer a 30-day free trial to new users who register with the Application. The account will not be charged and the subscription will be suspended until upgraded to a paid version at the end of the free trial.

9. CHANGES TO YOUR SUBSCRIPTION

Changes to Current Subscription Term

You may increase the number of User Licenses within your current Subscription Term, by visiting the “Billing” area, “Subscription” tab of the Application. Upon taking this action an invoice will be immediately generated for the pro-rata share of the difference between the price of your subscription originally, and the new price of the subscription with the additional User Licenses, based on how many days are left in the Subscription Term. You may not reduce the number of User Licenses within the current Subscription Term, nor can you alter the length of the current Subscription Term.

Changes to Next Subscription Term

You may change your number of User Licenses and/or your Subscription Term to be effective upon renewal in the “Billing” area, “Subscription” tab of the Application. These changes will not take effect until your next Renewal Date.

10. CANCELLATION

All purchases are non-refundable. You can cancel your subscription at any time by logging into your account, entering the “Billing” area, and clicking on the “Cancel

Subscription” tab. Your cancellation will take effect at the end of the current Subscription Term.

If you are unsatisfied with our services, please email us at support@workschedule.net or call us at (+1)866-846-3123.

11. EMAIL AND SMS MESSAGES LIMITATIONS

The Application generates emails and SMS messages both automatically based on various triggers (e.g., shift reminders) or manually between Users. These email and SMS messages are limited to a certain number per month and will be suspended when that limit is reached. **The number of email messages in a Company Account is limited to 100 times the number of User Licenses per month. The number of SMS messages in a Company Account is limited to 30 times the number of User Licenses per month.** A message to multiple recipients counts as one for each recipient. SMS Notifications are only supported for phone numbers in the U.S. and Canada.

12. PROHIBITED ACTIVITIES

You may not access or use the Application for any purpose other than that for which we make the Application available.

In illustration (and not limitation) of the foregoing, as a user of the Application, you agree not to (in each case as determined by us in our sole discretion):

- Systematically retrieve data or other content from the Application to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, through any means, especially in respect of, but not limited to, any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Application, including features that (i) prevent or restrict the use or copying of any Content or (ii) enforce limitations on the use of the Application and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm our reputation or that of the Application.
- Use any information obtained from the Application in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Application in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Application.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party’s uninterrupted use of the Application or which modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Application.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction

tools (not inclusive of officially licensed APIs or other access expressly granted to you by us).

- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).
- Interfere with, disrupt, or create an undue burden on the Application or the networks or services connected to the Application.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Application to you.
- Attempt to bypass any measures of the Application designed to prevent or restrict access to the Application, or any portion of the Application.
- Copy or adapt the Application’s software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Application.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Application, or using or launching any unauthorized script or other software.
- Use a third party to make purchases of or within the Application.
- Make any unauthorized use of the Application, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Application as part of any effort to compete with us.

13. USER GENERATED INFORMATION (“UGI”)

The Application may in certain use cases allow a User to input personal information, comments or other material (collectively, "User Generated Information" or “UGI”). UGI may be viewable by other users of the Application within a given Company Account. When you create or make available any UGI, you thereby represent and warrant that:

- The creation, distribution, transmission, or performance, and the accessing, downloading, or copying of your UGI do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Application, and other users of the Application to use your UGI in any manner contemplated by the Application and these Terms of Service.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your UGI to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your UGI in any manner contemplated by the Application and these Terms of Service.

- Your UGI is not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your UGI does not violate any applicable law, regulation, or rule.
- Your UGI does not otherwise violate, or link to material that violates, any provision of these Terms of Service, or any applicable law or regulation.

Any use of the Application in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Application.

14. UGI LICENSE

By inputting (or making accessible) your UGI into the Application you automatically grant, and you represent and warrant that you have the right to grant, to us and the right to use your UGI within the Application for its proper operation.

We do not assert any ownership over your UGI. You retain full ownership of all of your UGI and any intellectual property rights or other proprietary rights associated with your UGI. We are not liable for any statements or representations in your UGI provided by you in any area in the Application. You are solely responsible for your UGI to the Application and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your UGI.

We have the right, in our sole and absolute discretion to re-categorize any UGI to place it in more appropriate locations in the Application for any reason, without notice.

We have no obligation to monitor your UGI.

15. MOBILE APPLICATION LICENSE

Use License

If you access the Application via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Service. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the mobile application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the mobile application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the mobile application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the mobile application; (5) use the mobile application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the mobile application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the mobile application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the mobile application; (8) use the mobile application to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other

intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the mobile application.

Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the Application: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Service or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Service, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Service against you as a third-party beneficiary thereof.

16. THIRD PARTY AUTHENTICATION

As part of the functionality of the Application, you may link your account with online accounts you have with third-party service providers (each such account, a “Third-Party Account”) by either: (1) providing your Third-Party Account login information through the Application; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that we may use such Third-Party account to authenticate your access and use of the Application. You will have the ability to disable the connection between your account in the Application and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS.

17. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Application ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

18. U.S. GOVERNMENT RIGHTS

Our services are "commercial items" as defined in Federal Acquisition Regulation ("FAR") 2.101. If our services are acquired by or on behalf of any agency not within the Department of Defense ("DOD"), our services are subject to the terms of these Terms of Service in accordance with FAR 12.212 (for computer software) and FAR 12.211 (for technical data). If our services are acquired by or on behalf of any agency within the Department of Defense, our services are subject to the terms of these Terms of Service in accordance with Defense Federal Acquisition Regulation ("DFARS") 227.7202-3. In addition, DFARS 252.227-7015 applies to technical data acquired by the DOD. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data under these Terms of Service.

19. APPLICATION MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Application for violations of these Terms of Service; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Service, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your UGI or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Application or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Application in a manner designed to protect our rights and property and to facilitate the proper functioning of the Application.

20. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: <https://www.workschedule.net/privacy-policy/>. By using the Application, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Service. Please be advised the Application is hosted in the United States. If you access the Application from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then

through your continued use of the Application, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

21. TERM AND TERMINATION

These Terms of Service shall remain in full force and effect while you use the Application. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE APPLICATION (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF SERVICE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE APPLICATION OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

22. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Application at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information in our Application. We also reserve the right to modify or discontinue all or part of the Application without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Application.

We cannot guarantee the Application will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Application, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Application at any time or for any reason without notice to you. Subject to the terms of Section 23, you agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Application during any downtime or discontinuance of the Application. Nothing in these Terms of Service will be construed to obligate us to maintain and support the Application or to supply any corrections, updates, or releases in connection therewith.

23. SERVICE LEVEL AGREEMENT

Notwithstanding anything in Section 22 to the contrary, in the event the Application is Unavailable for your access for more than 30 minutes during the hours of 6 am to 12 am, local Orlando time (the "Business Day") in any given calendar month during the Subscription Term, upon your written request which must be within seven (7) days of the Unavailable event, we shall credit the Subscription Fee owed for the next renewal term based on the following formula (all as related to the affected Subscription Term) which computes the Credit Amount:

Total Business Day Subscribed Hours means the total hours that fall within a Business Day in the entire Subscription Term.

Total Hours of Business Day Downtime means the total hours that fall within a Business Day within the calendar month for which the Application was Unavailable.

Subscription Cost Per Hour = Subscription Fee / Total Business Day Subscribed Hours

Allowance = 30 minutes

Credit Amount = The greater amount of

(a) $2 * \text{Subscription Cost Per Hour} * (\text{Total Hours of Business Day Downtime} - \text{Allowance})$; and

(b) Zero

We will credit you the lesser amount of

(a) The Credit Amount; and

(b) The total Subscription Fee paid for the affected Subscription Term

Unavailable means that the Application and/or a major component thereof are completely inaccessible or the majority of the Application's functionality is unusable.

24. GOVERNING LAW

These Terms of Service and your use of the Application are governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be entirely performed within the State of Florida, without regard to its conflict of law principles.

25. DISPUTE RESOLUTION

Any legal action of whatever nature brought by either you or us (collectively, the "Parties" and individually, a "Party") shall be commenced or prosecuted in the state and federal courts located in United States, Florida, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Service. In no event shall any claim, action, or proceeding brought by either Party related in any way to the Application be commenced more than one (1) years after the cause of action arose.

26. CORRECTIONS

There may be information on the Application that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve

the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Application at any time, without prior notice.

27. DISCLAIMER

THE APPLICATION IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE APPLICATION AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE APPLICATION AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE APPLICATION'S CONTENT OR THE CONTENT OF ANY WEBSITE LINKED TO THE APPLICATION AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE APPLICATION, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APPLICATION, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APPLICATION BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APPLICATION.

28. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE APPLICATION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

29. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your UGI; (2) use of the Application; (3) breach of

these Terms of Service; (4) any breach of your representations and warranties set forth in these Terms of Service; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Application with whom you connected via the Application. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

30. USER DATA

We will maintain certain data that you transmit to the Application for the purpose of managing the performance of the Application, as well as data relating to your use of the Application. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Application. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

31. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Using the Application, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and in the Application, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE APPLICATION. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

32. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

33. SALES AND USE TAX

We do not collect sales tax. You are responsible for any use tax owed to your local government.

34. SUBPEONAS AND SEARCH WARRANTS

If we are subpoenaed or a search warrant is executed on your UGI, you will be responsible for any costs we incur to provide authorities with the information demanded including attorney fees. This

includes our time, which will be billed at our standard rates for professional services. All such costs shall be invoiced to you promptly after they are incurred and will be owed on a net thirty (30) day basis to us in cash or other immediately available funds.

35. MISCELLANEOUS

These (i) Terms of Service, (ii) any policies or operating rules posted by us in the Application or in respect to the Application, and (iii) any separate written agreements we enter into with you, constitute the entire agreement and understanding between you and us.

We may use your name, logo, or other identifying marks to identify you as a client/customer of ours, and by use of the Application you expressly license such intellectual property to us solely for such purpose in whatever medium we elect to market ourselves in.

Our failure to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision. These Terms of Service operate to the fullest extent permissible by law.

We may assign any or all of our rights and obligations to others at any time.

We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms of Service is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Service or use of the Application.

You agree that these Terms of Service will not be construed against us by virtue of having drafted them.

You hereby waive any and all defenses you may have based on the electronic form of these Terms of Service and the lack of signing by the parties hereto to execute these Terms of Service.

36. CONTACT US

In order to resolve a complaint regarding the Application or to receive further information regarding use of the Application, please contact us at:

Program Works, Inc.
1511 E State Road 434, Suite 2001
Winter Springs, FL 32708
United States
Phone: (+1)866-846-3123
support@workschedule.net