

## Terms of Use

### General

**timesd.com** , **timesd.azurewebsites.net** and **timesd120.azurewebsites.net** are sites operated by Enedig Project Management Kft. (“Company”)

We are registered in Hungary under company number 01-09-414400 and with our registered office at 1154 Budapest, Szerencs street 172.

Our main trading address is: 1154 Budapest, Szerencs street 172.

Our VAT number is: HU32252952.

We are regulated by the Hungarian law.

These Terms of Use govern your access to use of **timeSSD** sites, any information, software, database, text, graphics, or other materials appearing on the Site and connected sites (all together : Site), and any services provided through the Site and connected sites. Your access to and use of the Site, Content, and/or Services are expressly conditioned on your compliance with these Terms of Use. By accessing or using the Site, connected sites, Content, or Services, you agree to be bound by these Terms of Use.

### Modification of Terms of Use

You acknowledge and agree that Company may revise these Terms of Use from time to time. By continuing to access or use the Site, Content, or Services after Company makes any such revision, you agree to be bound by the revised Terms of Use.

### Privacy

See Company Privacy and Cookies Policy for information and notices concerning Company’s collection and use of your personal information.

### Guard Your Password

You are responsible for safeguarding the password that you use to access any secure areas of the Site. You agree not to disclose your password to any third party. You agree to take sole responsibility for any activities or actions under your password, whether or not you have authorized such activities or actions. You will immediately notify Company of any unauthorized use of your password.

### Your Use of the Content

Company authorizes you to use, download, view, share, and print of any Content in concordance with the User license rights owned, and subject to the restrictions set forth in these Terms of Use.

### Your Use of the Software

The Software is „pay as you go” based.

The Software is dedicated for Labor Costing, Work Method and Operation List development with standard times, Layout Planning.

### Print and data export from the Software

### Enedig Project Management Kft

1154 Budapest, Szerencs St. 172, Hungary

HU32252952

[info@timesd.com](mailto:info@timesd.com)

All the reports can be generated in PDF and Excel format, the User can save and print the generated files.

With the implemented EDI features the method and operation list data are exported in flat file(s) for third party software use.

The Company holds the full rights to block in case of any account the data export in Excel and flat file format, on its sole decision, in case of observance of suspicious activity which can harm the interests of Company.

### **Copyrights**

The rights regarding the System's initial database content (ELF), the motion elements, are owned by the Company. The Company holds the full rights over all former versions of the ELF and related software codes, whenever developed under whatsoever name.

All the rights regarding the Methods, Workflows, and any items – as a whole – developed with the Software, as Private Data by default, are owned by the account holder (Business). The rights over the motion elements included are owned by the Company, excepting the Business developed own elements.

Business agree that its data gathered during the system's use can be used by Company in general statistics, along with data from other Businesses and sources, without to referring to the sources.

All the rights regarding the Public Data as predefined macros, methods, operations list, and any other predefined items are owned by Company.

Once a Private item is Published (declared as Public) by the Business then that item remains Public even if it will not be included as visible, among the Public Data.

Company keep the full rights to remove any Public Data on its sole discretion without any notice.

Once a Private item is Shared then that item is owned by all the parties as Private Data. Any party has full rights on it. Sharing is irreversible.

### **Language**

The basic and reference language of the whole Content and services is the English.

The descriptions on the Site are only in English. When a translation of the Software on a new language is available then the new language is listed near the "Register for free" button on the site.

The translation of the Software on a new language means the interfaces and reports standard texts translation together with the standard Elements description's translations from ELF.

The Language feature of the Software allows by default to define a Method with Elements on the User selected language and to use or/and edit its Elements on any other available language without any additional effort.

The "Terms of Use" and the "Privacy and Cookies Policy" are available in English, only. No other translation of them is intended.

The invoices are edited in English as basic.

### **Accounts**

The account holder is a Business.

Each Business has an Administrator.

The first User which make the Subscription is considered by default the Software Administrator for its / represented Business. This right can be transferred in the future, without Company's contribution, to other User from the same Business.

No possibility from Company side to check the User's representation rights for the Business, no responsibility from Company side, all the responsibility is on the User side with the possibility to be considered Abusive Usage in case of missing representation rights.

One Business can have only one Software Administrator at a given time.  
The User license is on Business level.

During the Subscription procedure the Business identification data set is required by the Software, without that data the Subscription is not possible.

The provided Business identification data must be real, valid and the User who make the Subscription with that data must have the acceptance for its Subscription action from the Business side.

No possibility from Company side to check the Business acceptance for the Subscriber user, no responsibility from Company side, all the responsibility is on the User side with the possibility to be considered Abusive Usage in case of the missing acceptance.

The Business Remove procedure can be initiated by the Software in case of no payment of the debts, after all the warnings are exhausted, and by the Administrator on own will but only after all Users were deleted.

The Business Remove procedure is without Credit refund to the Business.

#### **Users**

All the Users, excepting the first one who make the Business Subscription, must get an invitation from the Administrator to use the Account belonging to that Business.

A simple visitor of the site who is not registered in the Software is not it a User of the Software.

Each visitor who have registered once in the Software is considered a User.

Each User belongs to a unique Account.

The User is identified with its e-mail address and its password.

#### **Trial**

As a result of the successful Subscription the Business get an initial free Credit for the Trial Period.

During the Trial, the User could be limited on some features.

The Trial could be limited in time regardless of the existing Credit or by other system parameters.

If at the end of the Trial period, the User did not opt for Commercial status then the Business Remove procedure is performed by the System.

#### **License**

The User License is granted by default at the registration, in Commercial status did not have time limit, is limited only by the available Credit.

#### **Availability**

The Services (including the User database) are hosted on the Microsoft Azure Cloud Computing platform, excepting the descriptions from the Site.

The Azure's standard back-up policy is applied for the database.

The granted System's Uptime is 99%.

#### **Date & Time**

As the System is hosted on the Microsoft Azure Cloud then all timestamps and any System's time references are in UTC (Coordinated Universal Time).

**User Credit**

The Credit values are expressed in TIT (Timesd Time).

Credit consumption (pricing and costs) are described in a very detail way in the User Guide, available for free and without registration into the System.

By accepting this TOU you agree and accept, by default, the credit consumption rules described in the current, applicable User Guide document.

No Credit Share nor Credit transfer possible between two or more Business.

No Credit value refund to the Business in any circumstances with the exceptions expressly specified in this TOU.

When a valid Commitment exist then the Business can use the Software on a loan basis and all Costs generated are cumulated as Bond.

The Credit from any sources first is used by the System for Bond repayment.

**Voucher**

Time to time the Company may offer a Voucher for a Business.

The Vouchers have an expiration date which limits the period it is usable.

No Voucher Share nor Voucher transfer possible between two or more Business.

The Company offers the Vouchers on sole discretion regarding when, to whom, why, without any obligation.

**Invoicing**

The invoice is generated after the payment of the corresponding Proforma Invoice or instead of Proforma Invoice.

The invoice and the proforma invoice are sent by default to the Business by e-mail.

**Payment**

Bank card, PayPal and bank transfer type payments are available.

Any eventually bank charges for the transfer shall be borne by the payer.

Payment should be done based on a proforma invoice (PI) sent upon request.

All prices are exclusive of all taxes and duties. Please note that possible custom taxes and duties for each individual country are the Business / client's responsibility.

**Company Property**

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The Site, Content, and Services are protected by copyright, trademark, and other laws of both the Hungarian and foreign countries. Except as expressly permitted in these Terms of Use, you may not reproduce, modify or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Site, Content, or Services. You may not copy or modify the HTML code used to generate web pages on the Site. You may not use the Site, Content, or Services on or in connection with any other website, for any purpose. Company respects the intellectual property rights of others and expects our users to do the same. Unauthorized copying, modification, distribution, public display or public performance of a copyrighted work is an infringement of the copyright holder's rights.

*Selecting all or part of the elements from ELF only to have them in an own list, without the scope of an item development using only timeSSD® features, is not allowed and is considered unauthorized copying.*

## **General Prohibitions**

You agree not to do any of the following while using the Site, Content or Services:

- Post, publish or transmit any text, graphics, or material that: i. is false or misleading; ii. is defamatory; iii. invades another's privacy; iv. is obscene, pornographic, or offensive; v. promotes bigotry, racism, hatred, or harm against any individual or group; vi. infringes another's rights, including any intellectual property rights; or vii. violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; or viii. is nothing to do with the Site and its features scope;
- Upload in the Software, post, publish or transmit any text, graphics, or material that is not owned by you, is not public or you did not have for the action the accept of the rights holder;
- Access, tamper with, or use non-visitor dedicated areas of the Site, Company's computer systems, or the technical delivery systems of Company's providers;
- Attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures;
- Attempt to access or search the Site, Content, or Services with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by Company or other generally available third-party web browsers (such as Microsoft Edge or Google Chrome);
- Send unsolicited email, junk mail, "spam", or chain letters, or promotions or advertisements for products or services;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Content or Services to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Content, or Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site; or
- Impersonate or misrepresent your affiliation with any person or entity.

Company reserves the right to investigate and prosecute violations of any of the above, including the Abusive Usage, intellectual property rights infringement and Site security issues, to the fullest extent of the law. Company may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms of Use. You acknowledge that Company has no obligation to monitor your access to or use of the Site, Content, and Services, but has the right to do so for the purpose of operating the Site, to ensure your compliance with these Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

## **Links**

The Site may contain links to third-party websites or resources. You acknowledge and agree that Company is not responsible or liable for: i. the availability or accuracy of such websites or resources; or ii. the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Company of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

**Termination**

If you violate any of these Terms of Use, your permission to use the Site, Content, and Services will automatically terminate. In this case, the decision regarding your Credit is on Company sole discretion.

On your initiative as Administrator you can terminate to use the Site, Content, and Services with initiating the Business Remove procedure with acceptance of the Credit no refund policy.

Company reserves the right to revoke your access to and use of the Site, Content, and Services at any time, with or without cause. Company also reserves the right to cease providing or to change the Site, Content, or Services at any time. If such a case would happen then Company will export all Private Data in an importable flat file format and will make it available for the Administrator. The Credit will be refunded on the corresponding TIT value on the date of the cease providing.

**Use of the Site at Your Own Risk**

Your access to and use of the Site, Content, and Services is at your own risk. Company will have no responsibility for any harm to your computer system, loss of data, or other harm that results from your access to or use or impossibility to access or use of the Site, Content, or Services.

Company provides such data and information AS IS, without any warranty, express or implied, as to whether the information is correct or complete.

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**Indemnity**

You agree to defend, indemnify, and hold harmless Company, its officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Site, Content, or Services, or your violation of these Terms of Use.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, CONTENT, OR SERVICES WILL BE LIABLE FOR ANY INCIDENTAL,



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#### **Construction**

In the event that any provision of these Terms of Use is held to be invalid or unenforceable, the remaining provisions of these Terms of Use will remain in full force and effect. The failure of Company to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision.

#### **Controlling Law and Jurisdiction**

These Terms of Use and any action related thereto will be governed by the laws of the State where the Company is registered without regard to its conflict of law provisions. For any conflict that might arise between Company and its user/clients we will seek to solve it amiably. If, however this is not possible, the litigation will be settled by a court of law in the jurisdiction of Company

#### **Professional ethics**

The Software provides standard, accurate times for the elements selected. The selected elements could fulfill the requirements and reality only if the user hold the necessary knowledge background in methods engineering. It is strongly recommended to hold the corresponding studies and trainings.

#### **Entire Agreement**

These Terms of Use are the entire and exclusive agreement between Company and you regarding the Site, Content, and Services, and these Terms of Use supersede and replace any prior agreements between Company and you regarding the Site, Content, and Services.

If you have any questions about these Terms of Use, please contact the Company at [support@timesd.com](mailto:support@timesd.com) . You can also send your request to: Enedig Project Management Kft., 1154 Budapest, Szerencs street 172, Hungary.

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