

Office Timeline Online Terms of Service

Office Timeline Online is an Office Timeline LLC brand. Before registering with Office Timeline Online, you must read and agree to these Terms of Service ("TOS"). By using Office Timeline Online ("the Service"), you agree to be bound by the TOS, and you agree that it is as binding as if it were a written negotiated agreement signed by Office Timeline, LLC ("Office Timeline") and you.

Office Timeline has the right to update and change the TOS from time to time without notice, and you agree to be bound by such modifications or revisions. Any new functionality or services that change or enhance the current Service shall be subject to these Terms of Service. If you continue to use the Service after any such changes, your continued use constitutes your affirmative agreement to such changes and your acknowledgment of their meaning. The applicable version of the Terms of Service can be viewed on this web page at any time.

Description of Service

Office Timeline Online is a web-based visual project planning and reporting application created by Office Timeline. Your use of the Service is at your sole risk. The service is provided on an AS-IS and AS-AVAILABLE basis.

Eligibility

You must be at least sixteen (16) years of age to use the Service. If you are over 16 years of age, but under the age of majority in your jurisdiction, you must obtain permission from a parent or guardian. You must provide current, accurate identification, contact, and other information that may be required as part of the registration process and/or continued use of the Service, including a valid e-mail address. Accounts registered by automated methods are not permitted. Each login may only be used by one person. You may grant other people permission to access to your projects by invitation, but they still need to create their own account for the Service. Each user is responsible and liable for maintaining the security of their login credentials and password. Office Timeline will not be liable for any loss or damage

from failure to comply with this security obligation. Office Timeline reserves the right to refuse service to anyone at any time without notice for any reason.

Proper Use

You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You are responsible and liable for all content posted to the Service and any activity that occurs on your account, even when content is posted by - or activities being deployed by - others who have accounts associated with your account. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Office Timeline customer, employee, member, or officer will result in immediate account termination.

You are not allowed to modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service or any other Office Timeline service. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Office Timeline.

Office Timeline may, but has no obligation to, remove content and accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violate any party's intellectual property or these Terms of Service.

If your bandwidth usage exceeds 100 MB/month, or significantly exceeds the average bandwidth usage (as determined solely by Office Timeline) of other Office Timeline Online customers, we reserve the right to immediately disable your account or reduce the Service or its availability to you until you can reduce your bandwidth consumption.

Confidentiality

The nature of the Service may result or require us to have access to the materials, information, and content you upload to the service. Office Timeline acknowledges that some or all of this information may be confidential in nature. By uploading this information to the Service, you agree that Office Timeline may have such access when necessary and appropriate.

Office Timeline will undertake reasonable and lawful measures to ensure that the information remains confidential. In particular, unless compelled by law, Office

Timeline shall not directly or indirectly use, disclose, reveal, publish or cause to be disclosed any such confidential information to third parties.

Confidential information does not include information that at the time of disclosure was generally known to the public; after disclosure becomes generally known to the public through no fault of Office Timeline; or is already in the possession of the receiving party at the time of disclosure through some other source.

Office Timeline Online provides 256-bit SSL encryption from client to server. You understand that the technical processing and transmission of the Service, including your content, may be transferred over the “public” unencrypted and involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

Payment Terms

Prices of the Service, including but not limited to annual subscription plan fees, are subject to change without prior notice. Such notice may be provided at any time by posting the changes to the Office Timeline website at www.officetimeline.com or within the Service itself, but Office Timeline is under no obligation to do so.

The Service is billed in advance on an annual basis and is refundable within 30 days of the purchase date. After the 30 days, no refunds will be made for premature cancellation of subscription. There will be no refunds or credits for partial months of service, or refunds for months unused with an open account.

If payment for a subscription has not reached the Service, the account will be suspended. Office Timeline will not be liable for any loss of content, capacity, features or external implications that result from said Suspension.

Cancellation and Termination

Each new Office Timeline Online purchase will come with a 30-day satisfaction guarantee through which you will be allowed to cancel your annual subscription and receive a refund by replying to your invoice and requesting a refund or by emailing your request to sales at office timeline dot com. There will be no refunds when a user fails, for whatever reason, to cancel the subscription by the end of those 30 days, and Office Timeline does not accept any liability for any resulting extra charges.

If you cancel after 30 days, no refunds will be issued and you will be able to continue to use Office Timeline Online until the annual subscription expires. You will not be charged thereafter. It is the user's responsibility to check that the subscription has been cancelled by logging into their account and validating the subscription's billing settings. There is no cancellation fee.

All payments and payment information for Office Timeline Online services are handled by a third-party payment gateway. Office Timeline Online holds no credit card information of any users. All fees are exclusive of all taxes or duties imposed by governing authorities. You alone are responsible for payment of all such taxes or duties. Office Timeline shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Office Timeline, in its sole discretion, has the right to suspend or terminate any account and refuse any and all current or future use of the Service, or any other Office Timeline service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your account and content or your access to your account and content, and the forfeiture and relinquishment of all content in your account.

Canceling your Office Timeline Online subscription will revert it to an Office Timeline Online Free account. This means you will have limited access to any data or content, historic or otherwise, that was created by you with the paid version of Office Timeline Online. Free accounts are kept for a 3-month period, during which you can reactivate your Office Timeline Online subscription by making a successful payment. If an Office Timeline Online Free account remains inactive for longer than 3 months, its data (e.g. any saved timelines) will be deleted from the Service, and it will not be possible to recover that data. You understand and agree to this condition.

Office Timeline reserves the right to refuse service to anyone, for any reason, at any time. Office Timeline reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

Violation of any of the terms contained within this TOS will result in the termination of your account. While Office Timeline prohibits conduct and content that violate its TOS, you understand and agree that Office Timeline cannot be responsible for all content posted on the Service and that you may be exposed to such materials.

Warranties and Liability

Office Timeline specifically does not warrant:

- That the Service will meet any specific requirements including but not limited to yours;
- That the Service will be uninterrupted, timely, secure, or error-free;
- That the results that are obtained from the use of the Service will be accurate or reliable;
- That the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations;
- That any errors in the Service will be corrected.

You expressly understand and agree that Office Timeline cannot and shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Office Timeline has been advised of the possibility of such damages), resulting from:

- The use or the inability to use the service;
- The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained through or from the service;
- The unauthorized access to or alteration of your transmissions or data;
- Statements or conduct of any third party on the service;
- Or any other matter relating to the service.

You expressly understand and agree that you are responsible for implementing and maintaining anti-virus protections which meet your requirements and that Office Timeline will not be liable for any loss or damage caused by a virus or any other technologically harmful material that may infect your computer equipment, programs or data as a result of using the website or downloading any files from the website.

The failure of Office Timeline to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision or any other right or provision or term described in the terms of Service. The Terms of Service constitutes the entire agreement between you and Office Timeline and governs your use of the Service, superseding any prior agreements between you and Office Timeline (including, but not limited to, any prior versions of the Terms of Service).

