

# Office Timeline Terms of Service

Thank you for choosing Office Timeline. Please read these Terms of Service (“Terms”) carefully before accessing or using the website at [www.officetimeline.com](http://www.officetimeline.com) and all related websites, software, apps, and/or plug-ins (together the “Service”) made available by Office Timeline LLC (“Office Timeline” or “we,” “our,” or “us”).

These Terms and any order form or other agreement expressly incorporated into these Terms in writing and signed by both parties constitute the entire agreement (“Agreement”) between the party that downloads, installs, and/or uses Office Timeline (“Customer” or “you”) and Office Timeline regarding your use of the Service. You may authorize your employees (collectively, “Authorized Users”) to use the Service. You agree that you are fully responsible with respect to any use of the Service by an Authorized User, including any breach by an Authorized User of these Terms.

## 1. The Service

The Service is a project reporting solution that helps customers turn project data into timelines and other visuals for stakeholder engagement and management. The Service is provided electronically through user interfaces on third-party platforms, for example through an add-in or add-on functionality, and through interfaces hosted by Office Timeline.

Any software that is made available to download from the Service is the copyrighted work of Office Timeline and/or its suppliers and it is protected by intellectual property laws. Any downloadable software provided by Office Timeline is licensed, not sold, and subject to Office Timeline’s End User License Agreement.

## 2. 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 represent and warrant that any information you submit is true and accurate and that you are fully able and competent to enter into and abide by these Terms. Accounts registered by automated methods are not permitted. Each login may only be used by one person, and each user is responsible and liable for maintaining the security of their login credentials and password. Office Timeline reserves the right to refuse service to anyone at any time without notice for any lawful reason.

## 3. Account Registration

All Authorized Users must register to use the Service. You agree to, and cause all Authorized Users to: (a) provide accurate, current and complete information as may be prompted by registration forms on the Service (“**Registration Data**”); (b) maintain the security of, and not share with any third party, any logins,

passwords, or other credentials that you or any Authorized User selects or that are provided to you or any Authorized User for use on the Service; (c) maintain and promptly update the Registration Data, and any other information you or any Authorized User provides to us, and to keep all such information accurate, current, and complete; and (d) notify us immediately of any unauthorized use of any Authorized User account or any other breach of security by emailing us at [security@officetimeline.com](mailto:security@officetimeline.com). Any activity on an Authorized User's account shall be the sole responsibility of the Customer.

#### **4. Free Trial**

We may at our sole discretion offer you free plans for selected features of the Service or a limited time trial period of the entire Service. Once your free trial period ends, your ability to access the Service will terminate unless you elect for a subscription plan. Office Timeline reserves the right to determine if you are eligible for a free trial and to discontinue any free trial without notice at our sole discretion.

#### **5. Fees and payment**

Access to selected features of the Service may be provided to you free of charge. We will charge fees for certain features, either on a one-time or a subscription basis ("Paid Services"). Office Timeline reserves the right to implement fees or change the fees at any time, provided that Customers are notified of such changes through the Service or otherwise. If you have signed an order form with Office Timeline for Paid Services and the subscription is automatically renewable, Office Timeline reserves the right to increase the fees which shall apply at each renewal date of subscription.

When you purchase any Paid Services, you authorize Office Timeline or its third-party payment processors to charge the credit card identified by you all applicable fees for your purchase, including all applicable taxes, and you agree that our payment provider can store your credit card information. In doing so, you represent and warrant that you are an authorized user of the credit card. If Office Timeline does not receive payment from your credit card provider, you agree to pay all amounts due upon demand and Office Timeline may terminate your access to the Services until full payment is received. All sales are final, and Office Timeline will not issue refunds, including for prepaid fees, unless you meet the requirements of the 30-day money back guarantee as described in Section 10.4. If you choose an automatic recurring payment and later decide to end your subscription, cancelling the subscription prior to your next billing date is your responsibility. Office Timeline does not refund automatic payments not cancelled in time.

#### **6. Access; Use Restrictions**

Office Timeline hereby grants you the right to access and use the Service, subject to your compliance with these Terms at all times, including timely payment of all applicable fees. Your right to access and use the Service is personal, limited to your business purposes, non-transferable, non-exclusive, and revocable. Notwithstanding the foregoing, if you are a marketing or other agency: (a) you may use the Service on behalf of your clients pursuant to these Terms and (b) you may share visuals generated by the

Service with your clients, provided that such clients agree to only use such visuals for their business purposes.

Without limiting the generality of the foregoing, you will not, will not attempt to, and will not permit or encourage any third party to:

1. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain improper access to any software component of the Service, in whole or in part;
2. modify or create derivative works of the Service, in whole or in part;
3. use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party;
4. interfere with or disrupt the integrity of the Service or any content or data contained therein or transmitted thereby;
5. bypass or circumvent other measures employed to prevent or limit access to the Service;
6. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
7. “frame”, “mirror,” sell, resell, rent, or lease any portion of the Service or otherwise incorporate any part of the Service into any other website without our prior written authorization;
8. input any virus, malware, or other harmful code into the Service; or
9. violate any applicable local, provincial national, or international law or regulation in relation to your use of the Service.

We may at any time suspend or terminate your or any Authorized User’s access to the Service if we have reason to believe that you are not complying with the Terms or you are otherwise abusing the Service.

## **7. Third-party services, data and content**

7.1 The Service allows you to gather data from multiple third-party data sources and services, including various third-party websites (jointly “**Third-Party Services**”). The Third-Party Services from which the data can be gathered are selected by Office Timeline at its sole discretion and Office Timeline may, during the Term, change the Third-Party Services that are compatible with the Service. In addition, Office Timeline may discontinue the compatible Third-Party Services if the applicable service providers of the Third-Party Services discontinue the relevant services or discontinue making such services available to Office Timeline.

7.2 Office Timeline assumes no liability whatsoever for the data or other content collected from Third-Party Services, such as Microsoft Excel, Microsoft Project or other integrations. You are solely responsible for ascertaining that you have the right to use the Service for gathering and processing any such data by using the Service, and you must obtain any such consents and authorizations as may be needed from time to time in relation to such data or other content and their processing by using the Service. We do not assume any liability for such Third-Party Services, and you are exclusively responsible for obtaining any necessary licenses or consents needed for their use. You must familiarize yourself with the applicable terms and conditions, including any restrictions on use, in relation to any such Third-Party Services and

you agree to comply with the third-party terms and conditions applicable to the Third-Party Services in addition to the terms of the Agreement.

7.3 Furthermore, the Service may contain links to web pages and content of third parties as a service to those interested in this information. We do not monitor, endorse, or adopt, or have any control over any third-party web pages or content. We undertake no responsibility to update or review any such web pages or third-party content and can make no guarantee as to its accuracy or completeness. Additionally, if you follow a link or otherwise navigate away from the Service, please be aware that these Terms will no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any web page, third-party content or service provider to which you navigate from the Service. You access and use third-party content at your own risk.

## **8. Modifications to the Service**

You acknowledge that Office Timeline may make modifications to the Service during the Term without prior notice to you. In the event of material changes to the Service, Office Timeline may provide further instructions to you with respect to any actions required by you in order to continue access and use of the Service, if necessary.

## **9. Subcontractors**

Office Timeline may engage subcontractors to perform the Service under the Agreement. Notwithstanding the foregoing, Office Timeline shall not be liable for the acts or omissions of any of its hosting service or data communication service providers.

## **10. Term and Termination**

10.1 Your account and subscription of the Service remains in effect unless you terminate it or Office Timeline terminates your account for any reason as provided by these Terms. Your account and subscription of the Service may, depending on your choice, be automatically renewable or valid for a fixed period. If your subscription is automatically renewable, your subscription to the Service will remain in effect and will be renewed automatically at the end of each subscription period unless you terminate your subscription or we terminate it.

If your subscription is made for a fixed period and/or not automatically renewable, your subscription will automatically revert to a free version of the Service at the end of the agreed subscription period unless you elect to renew the subscription.

10.2 Office Timeline may terminate this Agreement or terminate or suspend any Authorized User's access or use of the Service in the following circumstances:

- (a) If Customer's or any Authorized User's continued use of the Service may, in our sole discretion, result in material harm to Office Timeline, its subcontractors, affiliates, or another

customer of the Service, Office Timeline may reasonably block or restrict Customer's access to the Service;

- (b) if Customer or any Authorized User has (i) submitted information to the Service in violation of applicable law; or (ii) otherwise used the Service in breach of these Terms, including the restrictions set forth in Section 6 above;
- (c) any fees due by Customer remain unpaid fifteen (15) days after the applicable due date as set forth in the Agreement; or
- (d) if Customer commits a material breach of its obligations under the Agreement and does not remedy such breach within thirty (30) days of receiving notice of breach from Office Timeline.

10.3 Either party may terminate the Agreement upon written notice to the other party if the other party enters into bankruptcy, becomes insolvent or makes an assignment for the benefit of creditors.

10.4 All first-time purchases come with a 30-day satisfaction guarantee. A first-time purchase is defined as Customer's first subscription purchase of record by a new customer. This guarantee allows Customer to cancel their annual subscription if they are not satisfied with the product. To request a refund, Customer must reply to the invoice email or email their request to [sales@officetimeline.com](mailto:sales@officetimeline.com). This request must be made within the thirty (30) day period following the initial purchase, and eligibility for a refund is at Company's sole discretion based on the criteria above.

## **11. Feedback**

Any feedback, comments, suggestions, ideas, or other information provided by you in the form of email or other submissions to us (collectively "**Feedback**"), are non-confidential, and you hereby grant to us and our subcontractors and affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use your Feedback for any purpose without compensation or attribution to you.

## **12. Copyrights and Publicity**

12.1 The "Office Timeline" name, the Office Timeline logos, and any other product or service name or slogan contained on the Service may not be copied, imitated or used, in whole or in part, without the prior written permission of Office Timeline. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Service are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship, or recommendation thereof by us, or vice versa.

12.2 With your consent, Office Timeline may use your company name(s) and logo(s) for marketing purposes, including on the Office Timeline website and in press releases, promotional and sales literature, customer/prospect presentations, and customers lists.

## **13. Ownership and intellectual property rights**

13.1 As between you and Office Timeline, Office Timeline owns all right, title, and interest, including all intellectual property rights, in and to the Service, and any services available in connection with the Service. Except for those rights expressly granted in these Terms, no other rights are granted, either express or implied, to you and all other rights are hereby reserved.

## **14. Confidential information**

If we share non-public information about the Service with you, you must keep it confidential and use reasonable security measures to prevent unauthorized disclosure of or access to that information.

## **15. Privacy Policy and processing of data**

15.1 Office Timeline will process personal data when you sign up for the Service or when you otherwise provide personal information to us in the context of this Agreement. Our collection and use of this information, which we process as the data controller, is described in the Privacy Policy, available at <https://www.officetimeline.com/license-and-privacy#privacy-statement>.

## **16. Customer Data**

16.1 Customer retains all rights pertaining to all data, personal data or other information that Customer, or another party on Customer's behalf, provides to Office Timeline for the purpose of providing the Service ("Customer Data"). Where permitted by Data Privacy Laws, Office Timeline may use Customer Data or other data derived from the operation of the Service: (i) to detect security incidents; (ii) to protect against fraudulent or illegal activity; (iii) to improve, enhance and support the Service; and (iv) to determine which other service offerings may be relevant to the Customer and inform the Customer of such offerings.

16.2 Notwithstanding the termination of this Agreement and provided that the Customer Data is in aggregated form, Office Timeline may use the data for its business purposes including to create public statistics, for example, to enable Customers to benchmark their performance against industry level statistics. In no event does the aggregated data include any personally identifiable information or company level data.

## **17. Disclaimer of Warranties**

YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT ACCESSIBLE THROUGH THE SERVICE AND YOUR INTERACTIONS AND DEALINGS WITH ANY SERVICE USERS, IS AT YOUR SOLE RISK. OFFICE TIMELINE DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICE OR YOUR ACCESS TO ANY CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE WILL CREATE ANY WARRANTY REGARDING OFFICE TIMELINE THAT IS NOT EXPRESSLY STATED IN THESE TERMS.

EXCEPT FOR ANY EXPRESS WARRANTIES INCLUDED HEREIN, WE DISCLAIM ALL WARRANTIES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE AND WE DO NOT WARRANT THE ACCURACY OF ANY DATA PROVIDED IN CONNECTION WITH THE SERVICE, OR THAT THE SERVICE IS FREE OF BUGS OR ERRORS.

## **18. Indemnification**

18.1 Customer will defend, indemnify and hold harmless Office Timeline from and against any costs, damages, expenses, and liabilities (including, but not limited to, reasonable attorneys' fees) arising out of or in relation to third-party claims or actions arising out of or relating to:

- (a) any breach by Customer or any Authorized User of the restrictions set forth in Section 6 above;
- (b) any violation of applicable law by Customer;
- (c) any data, information, or content inputted into the Service or otherwise provided by Customer, including any actual or alleged infringement of third-party intellectual property rights or rights to privacy arising out of any such data, information, or content, including Customer Data and Custom Connector Services;
- (d) any of Customer's products or services;
- (e) any material breach by Customer of this Agreement; or
- (f) any gross negligence, willful misconduct, or fraud by Customer.

## **19. Limitation of Liability**

Neither party nor its suppliers or licensors will be liable for any indirect, incidental, special, consequential, or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data, or other intangible losses (even if such party or any supplier or licensor has been advised of the possibility of these damages), arising out of this Agreement.

Office Timeline's maximum total liability towards the Customer and its Authorized Users for all claims under these Terms or otherwise in relation to the Service, whether in contract, tort, or otherwise, will not exceed the GREATER OF ONE HUNDRED U.S. DOLLARS OR THE FEES PAID BY YOU TO OFFICE TIMELINE FOR THE SOFTWARE DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

Any limitations of liability under this Section 19 shall not apply with respect to breaches of Section 14 (Confidential information) or in the event of gross negligence, willful misconduct, or fraud.

## **20. Governing law and dispute resolution**

These Terms shall be governed and construed in accordance with the laws of Washington, without giving effect to principles of conflicts of law or to the Convention on Contracts for the International Sale of

Goods. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration. The number of arbitrators shall be one. The language of the arbitration shall be English. The sole and exclusive venue for any lawsuit arising out of or relating to this agreement shall be the King County Superior Court of King County, Washington.

## **21. Other terms**

Neither party will be responsible for any failure or delay in the performance of its obligations under this Agreement (except for any payment obligations) due to causes beyond its reasonable control (a “**Force Majeure Event**”), which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God. A Force Majeure Event suffered by a subcontractor of a party shall also be considered a Force Majeure Event in relation to the party if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time. Our failure to act in a particular circumstance does not waive our ability to act with respect to that circumstance or similar circumstances.

Any provision of these Terms that is found to be invalid, unlawful, or unenforceable will be severed from these Terms, and the remaining provisions of these Terms will continue to be in full force and effect. The section headings and titles in these Terms are for convenience only and have no legal or contractual effect.

The Customer may not assign or transfer its rights or obligations under this Agreement, without the prior written consent of Office Timeline. Office Timeline may assign this Agreement to a successor entity in connection with a merger, consolidation, or sale of all or substantially all of its assets to which this Agreement relates.

Office Timeline may change the content of this Agreement, subject to posting a notice of change in its web page.

Any notices under or in relation to the Agreement shall be sent in accordance with the notice provisions in the Agreement.

By using the Service, you consent to receiving electronic communications from us. These communications may include notices about your account and information concerning or related to the Service.

## **22. Insiders Program**

Office Timeline may offer Customer access to the Insiders Program (“Insiders Program”), which may include beta access to the Service. The Terms are applicable to the Insiders Program and will control for any provision not addressed in this Section. Customer acknowledges and agrees that the Service



provided to the Insiders Program (a) has not been commercially released for use and sale by Office Timeline; (b) may not operate properly, be in final form or fully functional; (c) may contain bugs, errors, and other problems; (d) the information obtained as part of the Insiders Program may not be accurate and may not accurately correspond to information extracted from any source; (e) Office Timeline is under no obligation to release a commercial version of the beta Service; and (f) any granted service levels or service credits are not applicable to the Insiders Program.

Office Timeline may at any time, in its sole discretion, discontinue or suspend the development of the Insiders Program without any obligation or liability to Customer. Customer acknowledges and agrees that the Service as part of the Insiders Program is made available on an “as is” basis. Customer assumes all risks and all costs associated with the use of the beta access provided to the Insiders Program. As part of the Insiders Program, you will be asked to provide Feedback regarding the use of the Service. Any such Feedback shall be subject to Section 11.