

ITCS-WEBLOCK **Terms of Use**

Last Updated: December 1, 2018

These Terms of Use (together with all other documents or policies referred to herein, collectively, the "Terms" or this "Agreement") is a legal agreement between you and IT Computing Services, Inc., a Georgia corporation ("ITCS"), that governs your use of the https://www.webclock.biz/WebClock_Terms_of_use.pdf, associated webpages and related mobile software applications (collectively, the "Site") and the web-based employee time and attendance, payroll and related HR management tool software solution made available via the Site (collectively, the "Services").

Please read these Terms carefully. Your use of the Site or Services constitutes your agreement, without modification, to all of the terms, conditions, and notices in this Agreement. If you do not accept this Agreement, you may not use the Site or the Services. The Services are accessible only by those business entities (or for legally affiliated entities that are considered a single "employer" for employee benefits purposes and for which a single account is requested and subscribed, such group of affiliated entities) who have subscribed to the Services (each, a "Subscriber") and their authorized users. Subscriptions may be obtained via the execution and delivery by the Subscriber to ITCS or its authorized reseller of one or more order forms (which may be provided and agreed to by the Subscriber on paper or electronically) identifying, among other things, the type of subscription to be provided under these Terms and the charges for such Services (each, an "Order").

As used in these Terms, "we," "our" or "us" refers to ITCS. "You," "yours" or other similar designation refers to the person accessing or using the Site or the Services and, if that person is a representative of a Subscriber, that Subscriber. These Terms incorporate by reference the following other documents: (1) our Privacy Policy https://www.webclock.biz/Privacy_Policy_for_WebSite.pdf; and (2) if you are a Subscriber, each Order executed by you with respect to the Services. The terms of Subscriber's Order shall govern with respect to the Subscriber's subscription in the event of any conflict between these Terms and such Order.

We reserve the right to change these Terms (Including the Privacy Policy, but specifically excluding any executed Order) at any time by posting revised Terms on the Site or by sending an email to the last email address you gave us, so we encourage you to review this web page periodically. The changes will be effective immediately when posted. Your use or continued use of the Site or Services following the posting or email notification of any changes to these Terms shall constitute your acceptance of the changed Terms.

ELIGIBILITY; ACCESS TO SERVICES

Before you can access or use the Site or the Services, you must be able to enter into a legally binding contract with us. This means that (1) if you are a person, you must be at least eighteen (18) years old and have the legal capacity to enter into a contract, and (2) if you are using the Site or the Services on behalf of a Subscriber, you must have the legal authority to bind such Subscriber to these Terms. To subscribe to the Services, our registration requirements must be met, including, without limitation, the Subscriber associated with your account has executed an Order with us or our reseller, has paid all required fees and has provided complete and correct contact, billing and user information. By using the Site or the Services, you represent and warrant that you satisfy these qualifications (all of such qualifications set out in this paragraph, the "Eligibility Requirements"). We may refuse service, close accounts of any users and change the Eligibility Requirements at any time and without any liability.

ACCOUNTS

We will establish an account for each Subscriber governed by the applicable subscription and the users they designate based on information provided by the Subscriber. You agree to provide and maintain your account with accurate and complete information about yourself (and, for each Subscriber, your authorized users) as prompted by the Services. By providing us with such information, you authorize us and our third-party agents to make any inquiries we consider necessary to confirm such information. You will not impersonate any third party or misrepresent your identity or affiliation with any third party, including using another person's account information, or another person's name, likeness, voice, image or photograph.

You are responsible for maintaining the confidentiality of your personal information and for restricting access to your account. A Subscriber may authorize additional users on its account, subject to the Subscriber's payment of any additional fees applicable thereto. Users are not permitted to share account access credentials or related. If an authorized user the employ of a Subscriber or transfers to an unrelated position in Subscriber's employ, Subscriber

may designate a replacement user without charge. You are responsible for all activities that occur under your account (or any downstream accounts associated with your subscription), and we will not be liable for any actions by any other individual that uses your account (including, without limitation, any other authorized users), identity or personal information with or without your consent or knowledge. You also agree to notify us promptly of any unauthorized use of your account, account information, identity, or personal information, or other breach of security that you become aware of involving or relating to the Site or the Services. In addition, you agree to exit from your account or the Services at the end of each session.

We do not get involved in disputes over who owns an account. You will not request access to or information about an account that is not yours, and you must resolve any account-related disputes directly with the other party. We decide who owns an account based solely on the information available to us with respect to the account, including, without limitation, the contact information on the account and Services Data available in the account.

FEES; PAYMENT; TERM

The subscription fees applicable to Subscribers' and their users' use of the Services (if any) are described in the applicable Order. Except as otherwise set forth in the applicable Order, we may modify or change the subscription fees for the Services at any time on at least sixty (60) days prior written notice (which may be via email to the primary administrative user on your account).

Some fees for the Services may be determined on per-unit basis, and your Subscriber's access to the Services is limited to the number of units indicated on the applicable Order. If a Subscriber extends access to the Services to any additional units, the fees due for your subscription will automatically increase based on the pricing set forth in such Order, and such increased fees will thereafter (or until any subsequent fee increase) be considered the minimum recurring fees due with respect to the Services, regardless of whether actual usage of the Services later decreases. Where the fees are calculated on a "per End User" basis, such unit consists of each End User with active, assigned access credentials.

Except as otherwise set forth in the applicable Order, all subscription fees are due and payable within thirty (30) days after your receipt of an invoice therefor. Your account will remain active (and these Terms will remain in effect) from the time you sign up for the Services until your account is terminated as described below under "Termination." Except as described under "Termination," Subscribers will not be entitled to receive a refund from us under any circumstances.

USE OF SITE AND SERVICES

You certify that you take full responsibility for the selection and use of and access to the Site and the Services. We may change, suspend or discontinue any aspect of the Site or the Services at any time, including the availability of any feature, database or content. We may also impose limits on certain features and services or restrict your access to part, or all, of the Site or the Services, without notice or liability.

All of the Site and Services content we make available to you is subject to copyright, trademark, service mark, trade dress and other intellectual property rights or licenses held by us or our licensors. We grant you a limited license to access and use the Site and the Services only to gather information about and participate in the programs and services we offer on the Site, including, without limitation, the Services. You may not otherwise use the content displayed on the Site or the Services. This is an Agreement for services and access to the Site only, and you are not granted a license to any software by this Agreement. Nothing on the Site or the Services shall be construed to confer any grant or license of any intellectual property rights, whether by estoppel, by implication, or otherwise. We and our licensors retain all right, title and interest in and to the Site and the Services, and reserve all rights not expressly granted herein.

You may not download (other than page caching) any of the Site, other than any end user applications available via the Site that are intended to be downloaded, installed, accessed and used on a mobile device solely for the purpose of accessing and using the Services in accordance with the terms of this Agreement. You also may not copy, modify, publish, distribute, transfer or create derivative works from any of the Site or the Services or any materials on the Site or the Services (including, without limitation, computer programs or other code). You must abide by all trademark and copyright notices, information, or restrictions contained in or attached to any portion of the Site or the Services.

Your license to access and use the Site and the Services does not include the right to resell any of the Site, the Services or its contents. You may not collect or use any product or service listings, descriptions, or prices, download or copy account information for the benefit of a third party, or use data mining, robots, or similar data gathering and extraction tools. You may not frame or utilize framing techniques to enclose any proprietary information (including

images, text, page layout, or form) of the Site or the Services without our written consent. You may not use any metatags or any other "hidden text" utilizing the name, domain name or trademarks of ITCS without our express written consent. Any unauthorized use terminates the permission or license granted by us to access the Site and Services.

As a condition of your use of the Site and the Services, you warrant that you will not use the Site or the Services for any purpose that is unlawful or prohibited by these Terms and will otherwise comply with these Terms. Without limiting the generality of the foregoing, (1) you may not use the Site or the Services in a manner that could damage, disable, or impair the Site or Services or interfere with another party's use of the Site or Services; (2) you may not obtain or attempt to obtain any content through any means not intentionally made available through the Site or the Services; (3) you will not obtain or attempt to obtain access to any other subscriber's or user's account; and (4) you will not upload, post, distribute or otherwise publish through the Site or Services any materials that (i) restrict any other user from using and enjoying the Site or Services, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would give rise to civil liability or otherwise violate any law, (iv) violate or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or other proprietary rights, or (v) contain a virus or other harmful component.

Although we have no obligation to monitor the content provided by you or your use of the Site or the Services, we may do so and may, in our sole discretion, block or remove any content, Submissions (as defined below) or Services Data, or prohibit any use of the Site or the Services that we believe may be (or is alleged to be) in violation of this Agreement. In no case will such monitoring or related action make us responsible or liable for compliance with any laws or other obligations, for which you remain solely responsible and liable.

SUBMISSIONS GENERALLY

By posting or submitting any materials or any other communication other than Services Data, which is described below (individually or collectively "Submissions"), to or through the Site (e.g. via an email contact form, online forum or resource library, to the extent we make such features available), you grant us and our affiliated companies and necessary sub-licensees a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Submissions, in all media now known or hereafter developed, unless otherwise prohibited by the terms of these Terms or any applicable federal, state or local law or regulation. You waive all rights to any claim against us for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with our authorized use of such Submissions.

By posting or submitting your Submissions, you warrant and represent that you own or control all of the rights to your Submissions, including, without limitation, all the rights necessary for you to provide or submit such Submission. You acknowledge that, by submitting Submissions through the Site, no confidential, fiduciary, contractually implied or other relationship is created between you and us other than pursuant to these Terms or applicable federal, state or local law or regulations.

The terms of this section do not apply to any Services Data you post or transmit via the Services, which Services Data will be governed by the following paragraph. We will not use, transmit or distribute any such Services Data except as permitted in that following paragraph.

SERVICES DATA

With respect to any information or data created or otherwise owned or licensed by you and provided to ITCS to be used in conjunction with the Services; or (ii) information or data output generated by the Services that is based on information or data supplied by, and is specific to, you to ITCS via the Services (collectively, the "Services Data"), you: (i) grant ITCS the right to use, copy, modify, manipulate and create derivative works of the Services Data as necessary in order for ITCS to provide and perform the Services; (ii) agree to secure rights in the Services Data necessary for ITCS to provide the Services without violating the rights of any third party, or otherwise obligating ITCS to you or any third party (except as otherwise set out in these Terms). Our access to any personally identifiable information in the Services Data is authorized solely in connection with our provision of the Services pursuant to this Agreement and is governed by the Privacy Policy. Except as otherwise required by applicable law, we do not and will not accept any obligations in any separate license or other agreement that may apply to the Services Data or use of the Services. We may transmit or disclose Services Data to third parties in accordance your or your Subscriber's directions (whether via the Services or otherwise).

Upon termination of the subscription applicable to your account, we will disable access to all accounts related to such subscription. Unless we and Subscriber otherwise agree in writing, we will delete the Services Data in such accounts within a reasonable period of time after termination. You agree that we have no obligation to hold or return any Services Data after termination. We also have no liability for deletion of any Services Data pursuant to these terms.

If we are required to respond to any search warrant, court order, subpoena or other valid legal order relating to you or the Services Data, or you request material assistance from ITCS in connection with your efforts to conduct any investigation, to cooperate with or respond to any investigation being conducted by a third party, or to pursue or respond to any matter or respond to any legal or administrative proceeding or similar matter, you agree to reimburse us for any cost that we incur in so responding or assisting.

It is your responsibility to ensure the integrity of your Services Data posted or uploaded to the Services, in accordance with any Service specifications or instructions that we may provide to you (whether via the Services or otherwise) from time to time. Therefore, you hereby agree to and indicate responsibility for the accuracy, completeness and timeliness of your data (including, without limitation, Services Data) as entered in the Services, including ensuring compliance with these Terms. ITCS may add a level of data validation periodically, but this in no way alleviates your role in maintaining the integrity of your data. ITCS will not be responsible for the evaluation or verification of your information. You agree to indemnify, defend and hold harmless ITCS and its affiliates, and any of their officers, directors, shareholders, employees, consultants, agents, licensors and suppliers, from and against any and all claims, liability, damages, costs or expenses, including but not limited to reasonable attorneys' fees, arising from incomplete or inaccurate data in the Services. It is your responsibility, as an authorized representative of your Subscriber(s), to give your best efforts in providing current data in a timely manner.

SERVICE METRICS

By using the Services, you grant ITCS the right to collect data about your use of the Services, including, without limitation, data related to how your users access and utilize the Services ("Service Metrics Data"). You agree that we may collect this data by automated means, such as data mining, robots, scraping and similar extraction tools. You hereby grant us and our affiliated companies and necessary sub-licensees a nonexclusive, worldwide, royalty-free, sub-licensable and transferable right during the term of this Agreement to use, copy, reproduce, reformat, modify, create derivative works based on, excerpt, translate, publish, transmit, perform, upload, or display such Service Metrics Data (including all related intellectual property rights) solely in connection with performing for you or providing to you the Services. In addition, you grant ITCS and its affiliated companies and necessary sub-licensees a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sub-licensable and transferable right to use, copy, reproduce, reformat, modify, create derivative works based on, excerpt, translate, publish, broadcast, transmit, perform, upload, or display your Service Metrics Data (including all related intellectual property rights), only as aggregated with other customer Service Metrics Data in a manner that does not contain personally identifiable information, to improve or market the Site or Services.

THIRD PARTY SITES AND SERVICES

The Site and Services may allow you to enable links to, or incorporate or utilize, other websites, services or tools owned or maintained by third parties (collectively, "Third Party Services"). By enabling or accessing any Third Party Services via the Site or the Services, you hereby grant us all required permissions to access such Third Party Services and provide these functionalities.

We may terminate any Third Party Service's ability to interact with the Site or the Services at any time, with or without notice, and in our sole discretion, with no liability to you or to the third party. Any Third Party Service may take actions to impact our ability to make available some or all of the features of the Site or the Services at any time, with or without notice, and we will not be liable to you or to the third party for any such actions.

The Third Party Services are not under our control, and we are not responsible for the contents of any Third Party Services or any changes or updates to a Third Party Service. We do not guarantee the accuracy and completeness of the information obtained through any Third Party Service. Accordingly, we will not be liable for decisions made based upon information on the Third Party Services. We are not responsible for web casting or any other transmission received from any Third Party Services. We provide the Third Party Services to you only as a convenience and as an enhancement to our Services, and the inclusion of any Third Party Services does not imply endorsement by us of the Third Party Service or any association with its operators. You agree to abide by the terms and conditions of any applicable Third Party Services. Notwithstanding anything set forth herein to the contrary, you will abide by these Terms regardless of anything to the contrary in your agreement with any third party, and you shall not use any Third Party Services to avoid the restrictions set forth in these Terms.

TERMINATION

We may suspend the Site or the Services or terminate your account at any time upon notice to you in the event you or your users violate these Terms. Your account will also be closed if you or your Subscriber, as applicable, ceases to be a Subscriber covered by an active subscription (whether based on a failure to pay fees or otherwise), ceases to be satisfy the Eligibility Requirements or if an administrative user on your Subscriber's account directs that your account be terminated. Except as may be set forth in the applicable Order: (i) either the Subscriber or we have the right to terminate any Order and the subscription to the Services for convenience on at least 30 days prior written notice (in addition to any right to terminate for breach of these Terms); and (ii) we have no obligation to provide a refund of any subscription fees upon such termination. The Submissions, Services Data, Service Metrics, Term and Termination, Liability Disclaimer and Limitation, Indemnification, Compliance with Laws, Governing Law; Dispute Resolution and General sections of these Terms shall survive any such termination.

LIABILITY DISCLAIMER AND LIMITATION

THE SITE, THE SERVICES, AND THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, CONTENTS, GRAPHICS, DOCUMENTS AND OTHER ELEMENTS INCLUDED IN OR AVAILABLE THROUGH THE SITE OR THE SERVICES (COLLECTIVELY, THE "CONTENTS") MAY INCLUDE ERRORS. WE MAY, IN OUR SOLE DISCRETION, MAKE IMPROVEMENTS, DELETIONS, OR OTHER CHANGES IN THE SITE, THE SERVICES OR THE CONTENTS AT ANY TIME WITHOUT NOTICE, BUT WE ARE NOT REQUIRED TO DO SO. WE MAY IMPOSE LIMITS ON CERTAIN FEATURES AND SERVICES OR RESTRICT YOUR ACCESS TO THE SITE, THE SERVICES OR TO PORTIONS OF THE SITE OR THE SERVICES WITHOUT NOTICE OR LIABILITY.

PLEASE INFORM ITCS OF ANY ERRORS AT support@webclock.biz

WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS OR ACCURACY OF THE SITE, THE SERVICES OR THE CONTENTS FOR ANY PURPOSE. THE SITE, THE SERVICES AND THE CONTENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, AND WE AND OUR SUPPLIERS AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES WITH REGARD TO THE SITE, THE SERVICES, THE CONTENTS AND ANY THIRD PARTY SERVICES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, THE SERVICES, CONTENTS OR ANY THIRD PARTY SERVICES. WE DO NOT WARRANT THAT ANY MATERIAL OR FUNCTIONS IN THE SITE, THE SERVICES, THE CONTENT, THE THIRD PARTY SERVICES OR THE SERVER THAT MAKES THE SITE AND SERVICES AVAILABLE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE SITE, THE SERVICES, THE THIRD PARTY SERVICES OR THE SERVER IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE FOR THE USE OR PERFORMANCE OF THE SITE, THE SERVICES, THE THIRD PARTY SERVICES THE CONTENTS OR ANY ERRORS CONTAINED THEREIN.

TO THE EXTENT THE LAW PERMITS, YOU RELEASE US FROM ANY CLAIMS OR LIABILITY RELATED TO (A) ANY SERVICES DATA (OTHER THAN LIABILITY DIRECTLY ARISING DUE TO OUR BREACH OF OUR OBLIGATIONS UNDER THESE TERMS WITH RESPECT TO SUCH SERVICES DATA), CONTENT OR MATERIALS YOU POST OR SEND USING THE SITE OR THE SERVICES, (B) THE CONDUCT OF ANY OTHER CLIENTS OF OURS OR THEIR RESPECTIVE USERS, OR (C) ANY PROBLEMS THAT MAY ARISE FROM ANY REMOTE ACCESS TO YOUR COMPUTERS OR OTHER SYSTEMS YOU PROVIDE TO OUR PERSONNEL OR AGENTS FOR THE PURPOSE OF TROUBLESHOOTING ISSUES. YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 (IF YOU ARE A CALIFORNIA RESIDENT), AND ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION (IF YOU ARE A RESIDENT OF SUCH JURISDICTION).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE SERVICES, THE CONTENTS OR ANY THIRD PARTY SERVICES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOSS OF DATA OR PROFITS, LOSS OF OR DAMAGE TO PROPERTY OR CLAIMS OR THIRD PARTIES, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH ANY OF THE SITE, THE SERVICES OR ANY OF THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE SERVICES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ITCS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT

LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE SITE, THE SERVICES OR THE CONTENTS EXCEED ANY COMPENSATION PAID BY YOU FOR ACCESS TO OR USE OF THE SITE, THE SERVICES OR THE CONTENTS, AS THE CASE MAY BE, DURING THE SIX (6) MONTHS PRIOR TO THE DATE OF ANY CLAIM.

We are not liable or responsible for any delays or failure in performance of any part of the Site or Services due to any cause beyond our control, including, without limitation, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, zombie apocalypse, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third-party internet service providers.

You agree that ITCS has entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that they reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that they form an essential basis of the bargain between the parties.

INDEMNIFICATION

You agree to indemnify, defend and hold us, our suppliers, licensors, licensees and affiliates, and all of our and their respective directors, officers, agents, distributors, employees and other agents (collectively, the "Indemnified Parties") harmless from and against any and all damages, losses, liabilities, penalties, settlements, expenses and costs incurred by the Indemnified Parties (including, without limitation, reasonable attorneys' fees and costs) in connection with any claim arising out of or related to (i) your Submissions or Services Data, or any content that you post or distribute via the Site or the Services; (ii) any breach by you of this Agreement; or (iii) your use of the Site, the Services or any Third Party Services. You agree to provide us with prompt written notice in the event of any such claims or actions. You shall cooperate fully with us in the defense of any claim. We reserve the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you shall not settle any action or matter without our written consent.

In addition, you acknowledge and agree that we have the right to seek damages when you use the Site or the Services for unlawful purposes, in an unlawful manner, or in a manner inconsistent with the terms of these Terms, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance or consequential damages. In the event that we are required to respond to a third party or law enforcement subpoena or court order that is related to your use of the Site or the Services, we may, in our sole discretion, require you to reimburse us for our reasonable expenses associated with complying with such subpoena or order.

COMPLIANCE WITH LAWS

You represent and warrant that your use of the Site and Services will comply with all applicable laws and regulations. You are responsible for determining whether our Services are suitable for you to use in light of any regulations, such as data privacy laws, export control or restriction or other laws. If you are required to comply with certain laws or regulations (such as European Data Privacy Laws) and you use our Services, then we are not liable if our Services does not meet those requirements, unless we have otherwise expressly agreed to comply with such requirements in these Terms.

In recognition of the global nature of the Internet, you agree to comply with all local rules where you reside or your organization is located regarding online activities, email and the Site or the Services. Without limiting the generality of the foregoing, you agree to comply with all applicable laws regarding the transmission of technical data exported to or from the United States or the country in which you reside. The Site and the Services are controlled and operated by us from our offices within the United States and we make no representation that the Site or the Services are appropriate or available for use in other locations. Those who access the Site or the Services from other locations do so at their own initiative and risk, and are fully responsible for compliance with all applicable laws in those locations. We do not offer the Site or the Services where prohibited by law.

You may not use, remove or export from the United States or allow the export or re-export of the Site or the Services, or any direct product thereof, including technical data, in violation of any restrictions, laws, or regulations of the United States or any other applicable country.

GOVERNING LAW; DISPUTE RESOLUTION

THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF GEORGIA APPLICABLE TO CONTRACTS MADE AND PERFORMED THERE WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

If you violate, or threaten to violate these Terms, then we will have the right, and in addition to all other remedies available we might have in equity or under these Terms, to affirmative or negative injunctive relief from a court of competent jurisdiction. You acknowledge that a violation of these Terms would cause irreparable harm and that all other remedies are inadequate. If any part of these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be deemed eliminated to the minimum extent necessary and the remainder shall continue in effect. Any cause of action you may have with respect to your use of the Site or the Services must be commenced within one (1) year after the claim or cause of action arises. In any action to enforce these Terms, we will be entitled to our costs and attorneys' fees.

Should there be any ambiguity, contradiction or inconsistency in this Agreement, or should any disagreement, controversy or dispute arise out of, or in connection with, this Agreement or the transactions contemplated hereby between the parties, the component representatives of the parties shall first attempt in good faith amicably to settle the matter by mutual negotiations. If the matter has not been settled after such negotiations have continued for sixty (60) days, then each of the parties agrees that the exclusive venue for all actions, relating in any manner to this Agreement shall be in a federal or state court of competent jurisdiction located in or having jurisdiction over Gwinnett County, Georgia, and each party hereby consents and submits to the in personam jurisdiction of such courts and waives any objection based on forum non conveniens and any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

GENERAL

These Terms (together with all documents referenced and incorporated herein) (i) constitute the entire agreement between you and us with respect to your use of the Site and the Services, and (ii) supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof. Except as otherwise specifically permitted in these Terms, no amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties. No agency, partnership, joint venture, or employment is created as a result of these Terms, and you do not have any authority of any kind to bind us in any respect whatsoever. The headings of the sections of these Terms are for convenience only and have no legal or contractual effect. Any notice to you in connection with this Agreement will be effective when we send it to the last email or physical address you gave us. Any notice to us will be effective when delivered to us at our physical address, 275 S. Charles Richard Beall Blvd, Suite 110, Debary FL 32713, or any addresses as we may later post on the Site.

The Site, the Services and the software used to provide the Site and the Services, including all documentation, are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, and consist of "Commercial Computer Software" and "Commercial Computer Software Documentation." The Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users: (1) only as Commercial Items, (2) with the same rights as all other end users, and (3) according to the Terms. Published and Unpublished rights are reserved under the copyright laws of the United States. Manufacturer is IT Computing Services, Inc., 275 S. Charles Richard Beall Blvd, Suite 110, Debary FL 32713.

None of this Agreement, your account or your obligations or rights hereunder may be transferred or assigned by you without our prior written consent, and any attempted assignment, transfer or other disposition by you in violation of this provision will be null, void and of no force and effect. We may freely assign this Agreement without your consent. This Agreement shall inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the parties hereto. There are no third-party beneficiaries to this Agreement. Time is of the essence.

If you have any questions regarding these Terms or your use of the Site or Services, please contact us at support@webclock.biz.