



**clockin**

## **general terms and conditions (GTC)**

**General terms and conditions (GTC) of clockin GmbH for the use of time recording and other solutions (07/2020)**

### **1. general information**

1.1 The company clockin GmbH offers its customers the use of an app/browser application for time recording, work documentation and other processes against payment. The access software and the required storage space shall be provided via the Internet. Internet access and data backup are not included in the services. The customer is responsible for data backup. In addition, a free app is provided. An Internet-capable smartphone is required for this. More detailed technical specifications will be provided to the customer upon request.

1.2 These GTCs apply to all business relations of the contractual partners. By registering the customer declares his agreement with these GTC and the data protection regulations of clockin GmbH, which can be viewed in their current version on the website at [www.clockin.de](http://www.clockin.de). The GTCs and data protection provisions applicable at the time of registration shall be authoritative. Deviations from the GTC require an express written agreement.

1.3 The company clockin GmbH shall be entitled to adapt and change the services and functionality of the service as well as the GTC at any time. This shall ensure the continuous further development of the product. The changed conditions shall be sent to the customer by e-mail, at the latest two weeks before they come into effect. If the customer does not object to the amended GTC within two weeks of receipt of the e-mail, the amended GTC shall be deemed to have been accepted. The amendment will be published on the website.

1.4 German law and German legal texts apply to all conditions and paragraphs mentioned in these terms and conditions.



## **2. conclusion of contract /free 14-day test phase/runtime/termination**

2.1 The offers on the website as well as in other advertising media of clockin GmbH shall not be binding. The contract of use shall be directed exclusively to companies and shall only come into effect with the successfully completed registration of the customer (offer) and by activating the customer account together with confirmation (acceptance). The contract shall be valid for an unlimited period without special agreement. It is also possible to agree on fixed contract periods (package prices). After expiration of the contract period without prior notice, the selected package is extended by the last booked period. The content of the respective contract package can be found on the internet page [www.clockin.de](http://www.clockin.de). The conclusion and content of the contract will be confirmed in writing.

2.2 The customer has the right to test and use the respective product free of charge for 14 days (trial period). If no payment data is entered by the customer after this trial period, the trial period expires. The customer will not incur any costs. If no payment data has been entered after the end of the trial period, the account will be reduced to the function of time booking and documentation (in the app) and deactivated after a period of 30 days. Data retrieval is not possible during the 30 days, but the data will still be stored and will be available to the customer again after payment has been made. After the 30 days without payment the data of the account will be irretrievably deleted. The same process applies if the customer fails to pay during a booked package term, as well as in the event of cancellation. clockin GmbH may grant the customer an extended retention period for the data. If the customer does not delete his account independently or informs clockin GmbH in writing of his termination, the customer's contact data shall not be affected by this and may continue to be stored for information and advertising purposes. clockin GmbH shall be entitled to continue to inform the customer about the development of the product and about offers. The customer may at any time request by e-mail the express deletion of all contact data and the discontinuation of e-mail information.

2.3 After conclusion of the contract, written cancellation (by e-mail or post) of the contract is possible for both parties to the contract with a notice



period of 5 working days to the end of the respective term. The written notice of termination shall only become effective upon receipt.

2.4 Extraordinary termination due to or in connection with a breach of duty is only possible after a prior written warning with a reasonable period of notice not less than 4 working days. Irrespective of this, extraordinary termination due to default of payment is possible if the contractual partner is more than one month in default of performance.

A default of clockin GmbH shall not exist if the service cannot be provided temporarily due to necessary maintenance work or for other technical reasons or an availability of more than 99% within one month cannot be determined. The essential functions of the applications on mobile end devices shall work as far as possible independently of the availability of the server. Individual functions require communication with the server in order to be used to the full extent by the customer. Information about this is available to the customer on request.

2.5 The customer can export the booked working hours for further processing and save them locally. The customer must ensure that he regularly downloads and saves copies of this data, at the latest before the end of the contract. In case of termination, the customer data will be deleted by the Provider after a period of 6 weeks. A login is no longer possible. The company clockin GmbH shall not assume any guarantee for the backup and receipt of the customer data.

2.6 In all other respects the statutory provisions shall apply.

### **3. terms of payment/ price increases/ delayed payment**

3.1 Payment must be made monthly in advance.

3.2 Unless otherwise agreed, the prices stated on the website [www.clockin.de](http://www.clockin.de) for the respective user versions shall apply plus all taxes.

3.3 The company clockin GmbH shall be unilaterally entitled to price increases except in the case of limited contracts (package prices). The



customer shall be informed of this by stating the new prices 30 days before they come into effect. Retroactive price adjustments shall not be permitted. The right to terminate the contract remains unaffected.

3.4 The company clockin GmbH shall have a right of retention in the event that the services cannot be determined or cannot be determined in due time. The customer shall retain the right to login and to view the customer data. A right of retention by the customer of services due to unrecognised or legally established claims is not permitted.

3.5 In case of default of payment, clockin GmbH shall be entitled to charge reminder costs in the amount of 10.00 €.

3.6 Invoices shall be sent to the customer electronically in accordance with § 14 para. 1 UStG.

#### **4. data protection**

The data protection regulations deposited on the website of clockin GmbH at [www.clockin.de](http://www.clockin.de) in the currently valid form shall be decisive for data protection.

4.1 The personal data required for the implementation and processing of time recording and other services shall be collected, processed and used by clockin GmbH, i.e. for order processing and invoicing. Personal data is all information on the basis of which a person can be directly or indirectly identified, e.g. name, residential address, e-mail, date of birth or credit card number. This personal data will not be passed on to third parties without the written consent of the user. However, in order to process payment by credit card, direct debit or PayPal, it is necessary to pass on user data to third parties (payment providers, credit card companies, partner companies). The information is stored and transmitted in encrypted form.

4.2 The data generated and stored by the customer within the framework of the software will not be passed on to third parties, except in the case of a legally binding decision.



4.3 After termination of the contractual relationship (expiration or cancellation) all stored personal data will be deleted. This does not affect data stored due to a legal obligation to retain data.

4.4 The offered time recording system offers numerous possibilities for the collection of personal data up to the location and permanent control of employees. In this respect, the regulations of the Federal Data Protection Act or other national laws must be observed by the customer as a matter of principle. An individual case dependent consultation of the customer is not owed. The company clockin GmbH shall be excluded from liability in this respect.

4.5 clockin GmbH shall be entitled to publish information of the customer on the clockin website and in other media for marketing purposes. This includes in particular the company name, the industry, the company logo and, if applicable, the contact person (incl. photo/quotation). The customer may object to the publication at any time.

## **5. Support**

Customers are entitled to contact clockin support free of charge by e-mail if they have any questions or requests. Telephone support is also offered. The package price includes 15 minutes of support per customer per month. Support services not used expire at the end of the respective month. For support services beyond this, clockin GmbH shall charge an hourly rate of 85.00 Euro (net), billed at 15-minute intervals for each commenced quarter hour. System customizations and individual developments shall be invoiced on the basis of a separate offer. In the case of on-site appointments, clockin GmbH shall also be entitled to invoice for travel expenses incurred.

## **6. limitation of liability**

6.1 clockin GmbH shall only be liable for damages resulting from intent or gross negligence. Liability for slight negligence, compensation for



consequential or defect damages and damages from claims of third parties against the customer shall be excluded.

6.2 clockin GmbH shall only be liable for its own contents on the website. If links are used to access other websites, no responsibility shall be assumed for the contents contained therein.

6.3 The company clockin GmbH offers a server-based software solution. Liability for the functionality of the hardware used by the customer shall be excluded. No guarantee can be given that the access software will work on every end device. The company clockin GmbH shall collect and store the data transmitted by the customer, which can be viewed by the customer at any time. However, the customer shall be responsible for data backup. Liability for damages resulting from the loss of data shall not be assumed. This applies in particular to the case of cancellation or termination of the contract for other reasons.

6.4 Neither of the parties is responsible for fulfilling the contractual obligations in the event and for the duration of force majeure; this applies in particular to technical problems of the Internet which are beyond the control of either party.

## **7. advertising**

During the contract period, the customer will receive technical information, possible expansion options and other information free of charge by e-mail. The customer can object to receiving these e-mails at any time with effect for the future.

## **8. place of jurisdiction**

The contractual relationship shall be governed by German law to the exclusion of UN sales law. The place of jurisdiction for disputes between the contracting parties shall be the German court with local, substantive and instance jurisdiction for the German court located in 48149 Münster (Germany).



## **9. final provisions**

Changes or additions to the contract must be made in writing to be effective. This does not apply to the amendment of the GTC. Changes will be announced by e-mail. The change can be contradicted. Should one of the above clauses be ineffective, the other provisions shall remain unaffected.