

## **Terms of Service**

These Terms and Conditions describe your rights and responsibilities when using our online web application HeySpace and other tools connected with this software (such as desktop and mobile applications) provided by Time Solutions Sp. z o.o. (referred to as 'Supplier'), with its registered office in Wroclaw, Poland, at al. Wisniowa 36a lok. 311 entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Wroclaw-Fabryczna in Wroclaw – VI Commercial Department of the National Court Register under No. 0000360527 and related company TimeCamp, Inc., 340 S Lemon Ave #4967, Walnut, CA 91789, United States.

If you are a Account Owner (defined below), these Terms and Conditions govern your access and use of HeySpace software and our Services. If you are a User (defined in paragraph 1) invited to a HeySpace account set up by a Workspace Owner the Agreement between the Workspace Owner and Supplier govern your access and use of the Services.

### **§ 1. Definitions**

“Workspace Owner” - is the individual creating the HeySpace Account who represents the body for which HeySpace account was created (either private or corporate). If you signed up for a plan using your private or corporate email domain, you automatically become the Workspace Owner of the created HeySpace Account.

User” - a person invited to a HeySpace Account by the Workspace Owner via e-mail or unique URL.

“Supplier” - Time Solutions Sp. z o.o. (referred to as 'Supplier'), with its registered office in Wroclaw, Poland, at al. Wisniowa 36a lok. 311 entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Wroclaw-Fabryczna in Wroclaw – VI Commercial Department of the National Court Register under No. 0000360527 and its related company: TimeCamp, Inc., 340 S Lemon Ave #4967 , Walnut, CA 91789, United States.

“Agreement” - the contract between the Workspace Owner and Supplier comprising these Terms and Conditions and Supplier’s privacy policy available at: <https://hey.space/privacy-policy.pdf>

“Content” - the information and technical resources provided by the Supplier to its Workspaces Owners and Users for the use in conjunction with the Software

and the features of the Software itself. Items of content are grouped into packages which are available at: <https://hey.space/>

“Software” - task management including HeySpace online web application and other tools such as mobile and desktop applications (as well as all its updates, upgrades and modifications).

“Personal Data” - any information relating to an identified or identifiable natural person as regulated by the law governing this Agreement.

“Services” - Software and Content provided by the Supplier.

“HeySpace Account” - an account provided by the Supplier to Workspace Owner and its users in order to access and use of Content and to engage in certain data processing activities.

“User’s Data” - any information, which concerns User, that Account Owner or Users enters, stores, records, modifies, deletes, makes available, transmits or otherwise processes.

“Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means the entity which Processes Personal Data on behalf of the Supplier.

## **§ 2. Terms and Conditions**

1. Accepting these Terms and Conditions is a requirement to use Services and Content provided by Supplier (Time Solutions Sp. z o.o. and its related company: TimeCamp, Inc.)
2. All Account Owners are obliged to check and accept this Terms of Service before creating HeySpace Account.
3. Supplier reserves the right to modify the provisions of these Terms and Conditions. In this situations Supplier will notifying the Workspace Owners about changing of Terms of Service. Current version of Terms and Conditions of HeySpace using are always available on our Internet website [/https://hey.space/terms-and-conditions.pdf](https://hey.space/terms-and-conditions.pdf)

4. Further use of Services and Contents after additional modifications in the Terms and Conditions have been implemented, shall constitute the consent to accept these modifications. Refusal to accept these modifications shall preclude the Workspace from using the offered Services and Content.
5. If Workspace Owners do not accept modifications in Terms and Conditions of HeySpace (which may or may not be provided), Workspace Owner has to inform Supplier about it via mail: **support@hey.space** in 14 (fourteen) days from the day of publishing new (modified) Terms and Conditions by Supplier. Termination the acceptance of modified Terms and Conditions by Workspace Owner will result a legal necessity for Supplier to delete HeySpace Account and termination the contract with Workspace Owner.
6. Workspace Owner is responsible to obtain an acceptance of Terms and Conditions and Privacy Policy of HeySpace by all his Users. Workspace Owner is also obligated to inform his Users about any future changes in these documents after gaining notification form Supplier.
7. As an Workspace Owner, you are solely responsible for any actions taken by Users invited to your Account.
8. As a User you agree that it's an Workspace Owner's responsibility to a) inform you of any relevant policies and practices and any settings that may impact the processing of the account's data, b) ensure that the transfer and processing under the Agreement are lawful.
9. The Supplier makes no representations or warranties of any kind whether expressed or implied to you relating to the Services which are provided to you as a User.

### **§ 3. Services Description**

1. Services include the Software and its Contents described in these Terms and Conditions offered by TimeCamp available on the following website <https://hey.space/> after accepting the aforementioned Terms and Conditions.
2. Supplier is exclusively entitled to decide on functionality, the use, subject matter and the range of particular services as well as to cease rendering these services.
3. Supplier is exclusively authorized to decide on the Contents and the nature of the Software as well as to freely add, change or remove particular elements.

#### **§ 4. Access and the Use of Services**

1. Supplier services and contents are designated for personal and commercial use and must be used only in accordance with their purpose, application and their general characteristics.
2. Supplier services and contents can be accessed by logging on a particular website or through mobile and desktop application.
3. Every Workspace Owner and Users is assigned a particular password and login which must not be used by third parties without the Workspace Owner's/User's consent. The Workspace Owners and Users are responsible for keeping and properly securing of their password and login.
4. HeySpace is not designed for children. Any registration made by a child below the age of 16 must be done with the guidance and under supervision of their parents, legal guardians or authorised school officials. Supplier relies on parents and guardians to ensure that minors only use HeySpace if they understand their rights and responsibilities as described in these Terms and Conditions and our Privacy Policy.
5. Workspace Owners and Users undertake to use the Services and Contents in accordance with their use, purpose and in the manner consistent with both these Terms and Conditions and provisions of currently effective law.
6. Workspace Owner bears full responsibility for all contents, phrases and entries added to the network in connection with the use of offered services and products.
7. Workspace Owner understands and has become familiar with technical requirements necessary to use the Services and Contents and has no objections in respect thereof. The Workspace Owner is aware of risk and threats connected with electronic data transmission.
8. Supplier reserves the right to access individual users accounts for the technical and administrative purposes and for security reasons. The obtained information in such a manner shall not be processed or made available to third parties unless required by provisions of law.
9. To ensure effective and safe using Software in special situations (such as payment service) Supplier may use the services of Processor (e. g. banks or financial companies). The list of all Processor is available **here**.

#### **§ 5. Trademarks and Copyright**

1. All Services and Contents offered by Supplier, which constitute specific works, are its exclusive property and are covered by an act on copyright and neighboring rights.
2. Website addresses as well as their contents and layouts are protected by the aforesaid acts.

3. Prior written consent of Supplier is required for any not permitted personal and non-personal use of offered Services and Contents. Such consent is required in particular when disseminating and publicizing particular elements (e.g. photos, films, texts) in other Internet services, printed publications, books, multimedia presentations and in other electronic media as well as for the disposal or use of its work (adaptations, alterations, modifications).
4. Unauthorized lending, sale, granting of further licenses and sublicenses to the offered products and services by the user without express consent of Supplier (Time Solutions Sp. z o.o. and its related company: TimeCamp, Inc.) is prohibited. Such acts are not deemed to be the proper use of services.
5. The user must not modify or change the purpose and use of offered services and products. Misleading others as to the existence of cooperation, association, relationship or acting on behalf of Supplier is prohibited.

## **§ 6. Account Closing**

1. The Workspace Owner may close their account at any time. Account closing means that the further use of Services with the use of current password and login shall no longer be possible.
2. The Workspace t Owner is responsible for closing their account.
3. Supplier shall not be liable for damage suffered by the Account Owner or Users arisen due to the suspension or closing the account by its owner or for other reasons arising from the Owner's fault.
4. Closing the Workspace Account by Workspace Owner will automatically cause a closing of all Users Accounts.

## **§ 7. Guarantee and Limited Liability**

1. Supplier guarantees the highest quality of its operations to ensure accessibility and continuity of offered Services and Content in accordance with their use and purpose. No long distance data transmission, however, guarantees 100% security, continuity and accessibility of the provided Services.
2. Supplier does not guarantee compatibility of offered Services and Contents with other producers' software. The Workspace Owner shall bear responsibility for the choice and consequences following from the use of other software including its applicability to User's objectives.
3. Supplier stipulates that opinions given by Workspace Owners and Users do not reflect in any possible manner its views and opinions. Supplier does not

monitor or control opinions on a continual basis; if, however, any opinions in breach with these Terms and Conditions should be revealed efforts shall be immediately made to remove them as soon as possible.

4. Supplier shall bear no liability in particular for the following reasons:
  - ❑ All negative consequences being the result of force majeure.
  - ❑ Phrases and entries added to the Software in connection with the use of offered Services and Contents.
  - ❑ Unlawful and inconsistent with these Terms and Conditions Users operations while using offered Services and Contents.
  - ❑ Disturbances in accessibility of offered Contents and Services not caused by the Supplier.
  - ❑ Damage suffered by the User arisen due to the suspension or closing the account by the Account Owner or for other reasons arising from the Account Owner fault.
  - ❑ Damage suffered by the User as a result of a third party using their data that enable them to access the provided Services and Contents.
  - ❑ Damage following from the use or the impossibility to use offered Contents and Services including damage actually suffered, the loss of expected benefits, data loss, damage or computer crash, the costs of substitute equipment and software, shut-down, company reputation infringement.
  - ❑ Consequences of failure to perform or improper performance of obligations undertaken by other Users even though such an obligation has been undertaken using offered Contents and Services.

## **§ 10. Privacy Policy**

Principles of user privacy protection including personal data protection have been described in a separate [Privacy Policy](#).

## **§ 11. Final Provisions**

1. All disputes arising in connection with these Terms and Conditions shall be primarily resolved amicably.
2. All disputes that cannot be amicably resolved shall be submitted for resolution by Common Court of Law at the location of Supplier registered office. The provisions of Civil Code, the act on copyright and neighboring rights, an act on electronic services providing and other provisions of effective law shall be applicable in issues not governed by these Terms and Conditions.



