



Integrated Design, Inc. (“IDI”) requires you (“You” or “Your”) to read, agree and adhere to the following terms and conditions of service (“Terms of Service”) in connection with Your purchase and use of IDI’s services (the “Service”).

BY ACCESSING AND VIEWING THIS SITE, OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, ACCEPT AND AGREE WITH THESE TERMS OF SERVICE. YOU FURTHER AGREE AND COVENANT TO COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATES GOVERNING YOUR USE OF THE SERVICE.

1. DESCRIPTION OF THE SERVICE

Time Bank™ Online is a hosted application designed to connect multiple systems. The product’s template-driven integration engine combines years of experience and application knowledge with industry-standard development tools and techniques. Time Bank Online has the capability to automate data transfer via web services/APIs, database connections, XML or ASCII files.

2. REPRESENTATIONS AND WARRANTIES

The internet is an inherently insecure medium and the reliability of hosting services, internet intermediaries, Your internet service provider and other service providers cannot be assured. When you use IDI, you represent, warrant and covenant that you accept these risks and the responsibility for choosing to use a technology that does not provide perfect security or reliability.

3. LAWS AND REGULATIONS

Your access to and use of the Service and the Site is subject to all applicable international, federal, state, and local laws and regulations. You may not use the Service or the Site, or any information, data or content available at or through the Service or the Site (collectively, “Content”), in violation of, or to violate, any law, rule or regulation. IDI does not make, and hereby disclaims, any representation that the Content is appropriate or available for use in any particular location, and access to Content from territories where the Content may be illegal is prohibited. Those who choose to access or use the Site and the Service do so at their own initiative and risk and are responsible for compliance with all applicable laws.

4. CHANGES TO THESE TERMS OF SERVICE

IDI reserves the right to revise, modify and supplement the content of the Site and these Terms of Service (and all other documents related hereto or described herein) at any time in IDI’s sole discretion. The latest Terms of Service or other applicable document will be posted to the Site and the date indicated as “Last Modified” at the beginning of these Terms of Service or with respect to any other modified document will be updated to reflect the date as of which the last of any such revisions, modifications and supplementation occurred. Your continued use of the Site and the Service from the date the modified version is posted to the Site shall be deemed to constitute Your affirmative acknowledgment of, and agreement to abide and be bound by, the modified terms, conditions and obligations therein. Therefore, You should regularly check the Site for updates and/or changes. If You object to any of these revisions, modifications or supplementations or become dissatisfied with the Service in any way, Your sole recourse is to immediately discontinue Your use of the Service and the Site.

5. ENROLLMENT

IDI is not responsible or liable for any processing delays or damages which may result from any processing delays. A username and password may be provided during enrollment, and a confirmation email will be sent containing this information to your assigned to the Primary Administrator for Your account (the “Primary Administrator”).

You, the Primary Administrator and all other authorized users shall have a unique username and password. You, the Primary Administrator and any other authorized user of Your account, shall not use a

username or password that IDI, in its sole discretion, deems offensive or inappropriate. You are solely responsible for maintaining the confidentiality and security of usernames and passwords for Your account, and assume all liability for sharing or disclosing such usernames and passwords. You agree to immediately contact IDI at **support@idesign.com** or **1-866-846-3226** if You become aware that the security of the usernames and/or passwords for Your account may have been compromised or if there has been unauthorized access to Your account or Your data. You are solely responsible for all activity occurring under the usernames and passwords for Your account. Access to and use of password-protected and secure areas of the Site and the Service is restricted to authorized users only.

6. LICENSE AND USE OF THE SITE

You are hereby granted a limited license during the portion of the Term (as described below) to utilize, including incidental copies arising from the operation of Your browser, the Service and Content solely as provided above under Description of Services. You may only use the Service, the Site and the Content as directed in the tutorials on the Site. You may not resell or sublicense the Service, the Content, or any other services provided by IDI to any other person or entity. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works from, decompiling, reverse engineering, disassembling, transferring, or using the Service or the Content, or any other materials available on or through the Site for any purposes, except You may make print copies of the Content for Your own benefit and internal business use, but not for distribution to others. You agree that Your use of the Site is voluntary, non-assignable and non-transferable.

You may not (a) use the Site, the Content or the Service in any manner that could damage, disable, overburden, or impair the Site, the Content or the Service, nor may You use the Site, the Content or the Service in any manner that could interfere with any other person's or entity's use and enjoyment thereof, or (b) use any "robot," "spider" or other automatic device, or a program, algorithm, or methodology having similar processes or functionality, or any manual process to monitor or copy any of the Content or the Service, or any other materials found on the Site.

7. PRICING & PAYMENTS

Set-up fees (if applicable) and monthly or annual subscription fees may be charged for the Service. Set-up fees and the monthly subscription fees are subject to change without notice. All payments must be made in United States dollars.

Set-up fees, subscription fee, transaction fees and custom programming fees, and all other fees owed by You to IDI, will be automatically debited from the bank account or other electronic payment method for which you have provided applicable account information and You hereby authorize IDI to perform all such debits. IDI's quoted prices and fees do not include applicable taxes.

All sums not paid when due (as a result of non-sufficient funds ("NSF") or for any other reason) shall be subject to the NSF fee (as disclosed to You during enrollment). Additionally, IDI reserves the right to accrue interest daily at the monthly rate of the lesser of 1.50% and the highest rate permissible by law on the unpaid balance until paid in full. In the event You fail to pay any sum when it is due (as a result of NSF or for any other reason), IDI reserves the right to disable the username(s) and password(s) for Your account, to cancel Your account and to pursue other collection or legal remedies.

In the event You wish to contest or dispute payment to, or collection by, IDI of any sums in connection with the Service, you must provide notice of such contest or dispute to IDI within sixty (60) days of the date on which any such sum becomes due.

8. TERM AND CANCELLATION

This Agreement remains in effect until canceled by either party, as provided herein (the "Term"). IDI may immediately discontinue, suspend, block Your access to the Service or cancel this Agreement or any aspect of the Service at any time in IDI's sole discretion.

You may cancel or terminate Your account and use of the Service at any time, in which case, You must cease using the Service. Cancellation or termination of Your enrollment or account must be made in writing and/or sent via email to IDI at **orders@idesign.com** or via fax at **734-741-4600 Attn: IDI Order Processing**.

9. SITE CONTENTS AND OWNERSHIP

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You acknowledge and agree that no title to any Intellectual Property Rights of IDI or such third parties is transferred to You, and that, except as expressly provided in this Terms of Service, IDI does not grant You any express or implied right in the Site or the Service.

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You agree that IDI's service providers and suppliers, if any, are third-party beneficiaries of the above provisions, with all rights to enforce such provisions as if they were each a party to this Agreement.

10. DISCLAIMER OF WARRANTIES

YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE AND ALL CONTENT MADE AVAILABLE ON OR THROUGH THE SITE OR VIA THE SERVICE ARE PROVIDED TO YOU BY IDI ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, TITLE, NON-INFRINGEMENT, SECURITY, OR ACCURACY OF INFORMATION. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IDI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND AND MAKES NO REPRESENTATION THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, OR (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW APPLIES TO THIS TERMS OF SERVICE.

IDI DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR (A) THE ACCURACY, TIMELINESS OR RELIABILITY OF DATA GENERATED THROUGH THE SERVICE (B) THE ACCURACY, TIMELINESS

OR RELIABILITY OF ANY DATA MADE THROUGH THE SERVICE OR THE SITE BY ANY PARTY OTHER THAN IDI, (C) ANY CONTENT PROVIDED ON ANY THIRD PARTY SITE(S) LINKED TO THE SITE, OR (D) THE CAPABILITIES OR RELIABILITY OF ANY PRODUCT OR SERVICE OBTAINED FROM ANY THIRD PARTY SITE(S) LINKED TO THE SITE.

OTHER THAN AS REQUIRED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCE WILL IDI, OR ANY OF ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES, BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SERVICE OR THE SITE, OR YOUR RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED SITE. IT IS YOUR SOLE RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ANY DATA OR OTHER CONTENT AVAILABLE THROUGH THE SITE OR OBTAINED FROM A THIRD PARTY SITE LINKED TO THE SITE.

IDI DOES NOT REPRESENT OR WARRANT THAT THE SITE IS COMPATIBLE WITH YOUR EQUIPMENT OR THAT THE SITE IS FREE OF VIRUSES, WORMS, BOTS OR ANY OTHER HARMFUL, INVASIVE OR CORRUPTED FILES. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, THE UNIFORM COMMERCIAL CODE AND THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT SHALL NOT APPLY TO THIS AGREEMENT.

11. LIMITATION OF LIABILITY

THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, SITE, CONTENT AND DESCRIPTIONS OF SERVICES PUBLISHED ON THE SITE OR A LINKED SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND IDI SPECIFICALLY DISCLAIMS ANY LIABILITY FOR SUCH INACCURACIES OR ERRORS. IDI DOES NOT REPRESENT OR WARRANT THAT THE CONTENT ON THE SITE IS COMPLETE OR UP-TO-DATE. IDI IS UNDER NO OBLIGATION TO UPDATE THE SITE, THE SERVICE OR THE CONTENT. IDI MAY CHANGE THE SITE, THE SERVICE OR THE CONTENT, OR MAY MAKE IMPROVEMENTS OR CHANGES THERETO, AT ANY TIME WITHOUT NOTICE.

YOU AGREE THAT NEITHER IDI, NOR ANY OF ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES, WILL BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THE SITE, THE SERVICE, THE CONTENT OR A LINKED SITE, OR WITH THE DELAY OR INABILITY TO USE THE SITE OR A LINKED SITE, EVEN IF IDI OR ANY SUCH AFFILIATE, AGENT, OFFICER, DIRECTOR OR EMPLOYEE IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY INCLUDES, WITHOUT LIMITATION, THE TRANSMISSION OF ANY VIRUSES THAT MAY INFECT YOUR EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G. YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, DATA LOSS, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS, OR ANY FORCE MAJEURE. IDI CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SITE, THE SERVICE OR THE CONTENT.

THE MAXIMUM AGGREGATE LIABILITY OF IDI, AND ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES, WILL BE THE GREATER OF (A) TWENTY DOLLARS (\$20) AND (B) THE AMOUNT OF THE MONTHLY SUBSCRIPTION FEES PAID PURSUANT TO SECTION 7 HEREOF IN THE TWO (2) MONTHS PRIOR TO THE EVENT(S) GIVING RISE TO THE CLAIM.

12. INDEMNIFICATION

You shall defend, indemnify and hold IDI, and its agencies, service providers, parent, subsidiaries, affiliates, officers, employees, directors, representatives and agents, harmless from any claim, cause of

action or demand, loss, liability or damage (including reasonable attorneys' fees, accounting fees and costs) made or brought by You or by any third party due to, or arising out of, any of the following: (a) Your use of the Site, the Content or the Service or any other program offered on or through the Site; (b) the violation by You or anyone using Your computer or Your username and password, of these Terms of Service; (c) any user submission posted by You; or (d) the infringement or violation by You, or anyone using the Service or the Site with Your computer or Your username and password, of any Intellectual Property Rights or other right of any person or entity. IDI reserves the right to exclusively defend and control the defense, settlement and resolution of any and all claims arising from the above causes and any such indemnification matters arising therefrom and You agree that You will fully cooperate with IDI in any such defenses and reimburse IDI for reasonable fees (including attorney's fees) and expenses in connection therewith.

13. VIOLATIONS OF SERVICE TERMS; TERMINATION

IDI reserves the right to seek all remedies available at law and in equity for violations of these Terms of Service, including, without limitation, the right to block access from a particular Internet address to the Site or the Service. In addition, IDI may, in its sole discretion, immediately terminate Your use of the Site if it believes You are violating or have violated these Terms of Service or the terms and conditions of other documents described herein. IDI reserves the right to terminate the Service and these Terms of Service immediately for any or no reason without notice and without IDI incurring any liability. Any such termination will be without prejudice to any other rights that IDI may have against You arising from a violation of these Terms of Service or of the documents described herein.

14. GOVERNING LAW, JURISDICTION AND INTERNATIONAL USERS

The laws applicable to the use of the Site and the interpretation of these Terms of Service shall be the laws of the State of Michigan, United States, and applicable federal law, without regard to any conflict of law provisions. If you access this site from outside the United States, you will be responsible for compliance with all local laws. You agree to comply with all laws and regulations applicable to your use of this site. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within Washtenaw County, Michigan, for any and all disputes, claims or controversies arising out of or related to the use of the Site, the provision of the Service or these Terms of Service, including any claims under any statute or regulation.

15. PRIVACY; ACCEPTABLE USE

In order to use the Service, You must acknowledge and agree to the terms of:

- (a) the [IDI Privacy Policy](#) <please visit www.idesign.com or contact IDI for the IDI Privacy Policy>
- (b) the [IDI Acceptable Use Policy](#) <please visit www.idesign.com or contact IDI for the IDI Privacy Policy>
- (c) such other documents as required by IDI from time to time.

Any information collected from or about You through Your use of the Site or the Service is subject to the IDI Privacy Policy.

16. FORCE MAJEURE

IDI shall not be responsible for delays, nonperformance, damages, lost profits or other losses caused directly or indirectly by any Act of God, including, without limitation, fires, earthquakes, tornadoes or hurricanes, as well as wars, labor disputes, communication failures, legal constraints, power outages, data transmission loss, data loss, failure or interception, incorrect data transmission or any other event outside the direct control of IDI.

17. ENTIRE AGREEMENT/SEVERABILITY/WAIVER

These Terms of Service, the documents and policies referenced herein, and any other terms and conditions on the Site, constitute the entire agreement between You and IDI with respect to the Site and govern Your use of the Site. If any provision(s) of these Terms of Service is found by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of You and IDI, and the other provisions of these Terms of Service shall remain in full force and effect. IDI's failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision unless acknowledged and agreed to by IDI in writing. These terms may not be altered, supplemented, or amended by You without the prior written consent of IDI.

18. ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

You agree to be bound by any affirmation, assent, or agreement you transmit on the Site or through the Service, including but not limited to, any consent you give to receive communications from IDI solely through electronic transmission. You agree that when in the future you click on an "I agree," "I consent," or other similarly worded button or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

19. NOTICES

You must send any notices or other communications required or permitted under these Terms of Service to IDI in writing via email at **orders@idesign.com** or via facsimile at **734-741-4600 Attn Order Processing**. IDI may send any notices to You to the most recent e-mail address You have provided to IDI or, if You have not provided an e-mail address, to any e-mail or postal address that IDI believes is Your address.

20. HYPERLINK DISCLAIMERS

As a convenience to you, we may provide on the Site and through the Service links to websites operated by other entities (collectively the "Linked Sites"). If you use any Linked Sites, you will leave this site. If you decide to visit any Linked Site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Linked Sites, regardless of the linking form (e.g., hotlinks, hypertext links, IMG links) are not maintained, controlled, or otherwise governed by IDI. The content, accuracy, opinions expressed, and other links provided by Linked Sites are not investigated, verified, monitored, or endorsed by IDI. IDI does not endorse, make any representations regarding, or warrant any information, goods, and/or services appearing and/or offered on any Linked Site, other than linked information authored by IDI. Links do not imply that IDI or this site sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in or accessible through the links, or that any Linked Site is authorized to use any trademark, trade name, logo or copyright symbol of IDI or any of its affiliates or subsidiaries. Except for links to information authored by IDI, IDI is neither responsible for nor will it be liable under any theory based on (i) any Linked Site; (ii) any information and/or content found on any Linked Site; or (iii) any site(s) linked to or from any Linked Site. If you decide to visit any Linked Sites and/or transact any business on them, you do so at your own risk. IDI reserves the right to discontinue any Linked Site at any time without prior notice. Please contact the webmasters of any Linked Sites concerning any information, goods, and/or services appearing on them.

21. GENERAL

You acknowledge this is an online service. A printed version of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service



to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Notwithstanding any cancellation or termination of this Service, or of Your account or Your enrollment, Sections 1-5 and 10-21 of these Terms of Service shall survive any such cancellation or termination.

IDI reserves the right to modify or discontinue the Site with or without notice to You. IDI shall not be liable to You or to any third party in the event that it exercises the right to modify or discontinue the Site.

Your acceptance of these Terms of Service and use of the Site do not create a joint venture, partnership, employment or agency relationship between You and IDI. You shall not represent in any way that You are in partnership with, are a joint venturer of, or have any employment or agency relationship with IDI. You may not assign, delegate or transfer Your rights or obligations under these Terms of Service and any such prohibited assignment, delegation or transfer shall be null and void.

You agree that regardless of any statute or law to the contrary, any claim or cause of action You bring arising out of or related to Your use of the Site, the provision of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in this Terms of Service are solely used for the convenience of the parties and have no legal or contractual significance.