

# End User License Agreement

## 1. Copyright and Legal

### End User License Agreement for Downloadable Tools

This End User License Agreement for Downloadable Tools (“EULA”) is a legal contract between you and Picktime(“Picktime”) and authorizes your access to the Downloadable Tools. You must accept the terms of this EULA before using the Downloadable Tools. If you are entering into this EULA on behalf of a company or other organization, you hereby represent and warrant that you are authorized to enter into this EULA on behalf of such company or other organization.

This EULA supplements, is a part of and is hereby incorporated by reference into the Terms of Use. For clarity, except as otherwise set forth herein, all terms and conditions set forth in the Terms of Use regarding the Downloadable Tools will govern your use of the Downloadable Tools. Capitalized terms used but not defined in this EULA are defined in the Terms of Use.

By downloading, copying, or otherwise using the DOWNLOADABLE TOOLS, You are indicating that You have read and understood, and that You assent to be bound by, the terms of this eula. If You do not agree to the terms of this eula, do not access or otherwise use the DOWNLOADABLE TOOLS.

The license grant to the Downloadable Tools is set forth in the Terms of Use. In addition to the restrictions set forth in the Terms of Use, you may not directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Downloadable Tools; (b) copy, translate,

modify, create derivative works of, or otherwise use the Downloadable Tools or any part thereof; (c) distribute, sell, assign, pledge, sublicense, lease, loan, use for service bureau purposes, rent, or otherwise transfer the Downloadable Tools or any part thereof in any form; (d) use the Downloadable Tools for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of you; (e) remove from the Downloadable Tools, or alter, any of the trademarks, trade names, logos, patent or copyright notices or other proprietary notices or markings, or add any other notices or markings to the Downloadable Tools; (f) publish or disclose to third parties any evaluation of the Downloadable Tools without Picktime's prior written consent; (g) use the Downloadable Tools for any purpose other than its intended purpose; (h) interfere with or disrupt the integrity or performance of the Downloadable Tools; (i) introduce any open source software into the Downloadable Tools; (j) use the Downloadable Tools to tamper with, spoof, or attempt to obtain unauthorized access to Picktime's servers or databases; or (k) permit any other party, directly or indirectly, to do any of the foregoing. Your use of Downloadable Tools may be subject to additional third party terms and conditions and you agree to comply with all such terms and conditions as a condition to using such Downloadable Tools. Unfortunately, if you breach any of these restrictions your license to the Downloadable Tools will terminate automatically and you must immediately destroy any downloaded or printed versions of the Downloadable Tools

# Terms of use

## 1. Copyright and Legal

Thanks for using Picktime. These Terms of Use (“Terms”) are a legal agreement between you and Picktime, (“Picktime”) and govern your use of all the text, data, information, software, graphics, photographs and more that we and our affiliates may make available to you (all of which we refer to as “Materials”), including our websites and any services, plug-ins, software or other Downloadable Tools (as defined below) that we may provide through any of our websites (the “Platform” and together with the Materials, this “Website”). The terms “us” or “we” or “our” refer to Picktime, the owner of this Website. If you are entering into these Terms on behalf of a company or other organization, you hereby represent and warrant that you are authorized to enter into this Terms on behalf of such company or other organization.

READ THESE TERMS CAREFULLY BEFORE BROWSING THIS WEBSITE. USING THIS WEBSITE INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. YOU CANNOT USE THIS WEBSITE IF YOU DO NOT ACCEPT THESE TERMS. THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING A CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH PICKTIME. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

## SCOPE

Picktime's Platform facilitates online scheduling of appointments. You may access and use the Platform in accordance with these Terms. Please note that these Terms govern your use of the Platform, including, but not limited to, the process through which your users schedule appointments with you.

When using the features of the Platform you are subject to any agreements, policies or guidelines applicable to such features that may be posted from time to time. All such agreements, policies or guidelines, including the Privacy Policy and the End User License Agreement are hereby incorporated by reference into these Terms.

## GENERAL USE

We invite you to use this Website for your individual purposes and not for the purposes of reselling ("Permitted Purposes") – enjoy!

Subject to these Terms, we grant you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and a limited, personal, non-exclusive and non-transferable right to access and use the Platform following set-up of a Free Account or Paid Account as set forth below. You have no other rights in the Platform or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any portion of the Platform or the Materials in any manner. If you make copies of any portions of this Website while engaging in Permitted Purposes then we ask that you be sure to keep on the copies all of our copyright and other proprietary notices as they appear on this Website.

Subject to these Terms, we also grant you a limited, personal non-exclusive, nontransferable license to download, install and operate any plug-ins, software, information or other content that we may from time to time have specifically identified within the Website as available for

download solely in connection with accessing the Platform (“Downloadable Tools”). Such Downloadable Tools are also subject to the additional terms provided to you upon download, including without limitation our End User License Agreement.

Our Website is not intended for and may not be used by individuals under 13 years of age. By registering for a Picktime account, you promise that you are at least 18 years of age.

## ACCOUNT SETUP

To use the Platform, you need to set up a Picktime account. You may establish either a free account (“Free Account”) or a paid account (“Paid Account”). You are authorized by Picktime to set up one Free Account only. Picktime reserves the right to terminate any additional Free Accounts set up by you and any Free Accounts that have been inactive over 6 months.

When you create an account, we collect registration-related information such as name, address, e-mail and phone number. Once you submit the required registration information, we alone will determine whether or not to approve your proposed account. If approved, you will be sent an e-mail detailing how to complete your registration. For so long as you use the account, you agree to provide true, accurate, current, and complete information which can be accomplished by logging into your account and making relevant changes directly. You are responsible for complying with these Terms when you access this Website, whether directly or through any account that you may setup through or on this Website. Because it is your account, it is your job to obtain and maintain all equipment and services needed for access to and use of this Website as well as paying related charges. It is also your responsibility to maintain the confidentiality of your password(s), including any password of a third-party site that we

may allow you to use to access this Website. Should you believe your password or security for this website has been breached in any way, you must immediately notify us. Picktime or our billing processors collect your billing information when you upgrade to a Paid Account. All of this registration information is protected in accordance with our Privacy Policy.

## SUBSCRIPTION PERIOD AND SUBSCRIPTION FEES

You agree to pay all applicable fees related to your use of this Website and the Platform which are described fully on our pricing page(When developed). By providing a payment method, you expressly authorize us to charge the applicable fees on said payment method as well as taxes and other charges incurred thereto at regular intervals, all of which depend on your particular membership and utilized services.

The subscription period for Paid Accounts can be month-to-month, yearly, or another duration described on fully on our pricing page(When developed). For Free Accounts, the subscription period is month-to-month unless earlier terminated as provided in these Terms.

Paid Accounts are subject to fees based upon the account type you've selected. For renewals, Picktime will automatically charge your credit card the amount of the then-current fee for your type of account, plus applicable taxes. All payments are non-refundable. To the extent that payment mechanisms are provided through third parties, you agree that Picktime will have no liability to you arising out of the acts or omissions of such third parties.

BY CREATING A PAID ACCOUNT, YOU CONSENT TO ALLOW PICKTIME TO CHARGE YOUR CREDIT CARD, EITHER DIRECTLY OR THROUGH ITS PAYMENT PROCESSORS, FOR THE AMOUNTS DUE FOR YOUR INITIAL SUBSCRIPTION PERIOD AND FOR ADDITIONAL

SUBSCRIPTION PERIODS UNTIL YOUR ACCOUNT IS CANCELED OR TERMINATED.

## RENEWAL/CANCELLATION

Paid Accounts will automatically renew for the same Subscription Period unless you cancel the account by the end of the then-current Subscription Period. You can cancel your account at any time by contacting customer service. Cancellation will be effective immediately. Please note that after you cancel your account, you will not be able to use or access the Platform and you will not be entitled to a refund of any fees that you've paid.

## LEGAL COMPLIANCE

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website. Picktime reserves the right to investigate complaints or reported violations of our Terms and to take any action we deem appropriate, including but not limited to cancelling your Member account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, e-mail addresses, usage history, posted materials, IP addresses and traffic information, as allowed under our Privacy Policy.

## INTELLECTUAL PROPERTY

Our Website may contain our service marks or trademarks as well as those of our affiliates or other companies, in the form of words, graphics, and logos. Your use of our Website does not constitute any right or license for you to use such service marks/trademarks, without the prior written permission of the corresponding service mark/trademark owner.

Our Website is also protected under international copyright laws. The copying, redistribution, use or publication by you of any portion of our Website is strictly prohibited. Your use of our Website does not grant you ownership rights of any kind in our Website.

## ELECTRONIC COMMUNICATIONS

By using the Website, you consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to this Website. These electronic communications are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## LINKS TO OTHER WEBSITES

Our Website may contain links to third party websites. These links are provided solely as a convenience to you. By linking to these websites, we do not create or have an affiliation with, or sponsor such third party websites. The inclusion of links within our Website does not constitute any endorsement, guarantee, warranty, or recommendation of such third party websites. Picktime has no control over the legal documents and privacy practices of third party websites; as such, you access any such third party websites at your own risk.

## SUBMISSIONS

Certain areas of this Website (e.g., blogs, chat rooms or customer ratings and review areas) may permit you to submit feedback, information, data, text, software, messages, or other materials (each, a "Submission"). You agree that you are solely responsible for all of your Submissions and that



any such Submissions are considered both non-confidential and non-proprietary. Further, we do not guarantee that you will be able to edit or delete any Submission you have submitted. By submitting any Submission, you are promising us that:

- - You own all rights in your Submissions (including, without limitation, all rights to the reproduction and display of your Submissions) or, alternatively, you have acquired all necessary rights in your Submissions to enable you to grant to us the rights in your Submissions as described in these Terms;
  - You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of your Submissions;
  - Your Submissions do not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
  - You voluntarily agree to waive all “moral rights” that you may have in your Submission;
  - Any information contained in your Submission is not known by you to be false, inaccurate, or misleading;
  - Your Submission does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
  - Your Submission is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another’s privacy;
  - You were not and will not be compensated or granted any consideration by any third party for submitting your Submission;
  - Your Submission does not incorporate materials from a third-party website, or addresses, e-mail addresses, contact information, or phone numbers (other than your own);
  - Your Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
  - Your Submission does not contain any information that you consider confidential, proprietary, or personal; and

- Your Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

By submitting a Submission, you grant to us an irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide, royalty-free license (sublicensable through multiple tiers) to:

- - Use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display your Submissions (or any modification thereto), in whole or in part, in any format or medium now known or later developed;
  - Use (and permit others to use) your Submission in any manner and for any purpose (including, without limitation, commercial purposes) that we deem appropriate in our sole discretion (including, without limitation, to incorporate your Submission or any modification thereto, in whole or in part, into any technology, product, or service);
  - Display advertisements in connection with your Submissions and to use your Submissions for advertising and promotional purposes.

We may, but are not obligated to, pre-screen Submissions or monitor any area of this Website through which Submissions may be submitted. We are not required to host, display, or distribute any Submissions on or through this Website and may remove at any time or refuse any Submissions for any reason. We are not responsible for any loss, theft, or damage of any kind to any Submissions. Further, you agree that we may freely disclose your Submission to any third party absent any obligation of confidence on the part of the recipient.

## UNAUTHORIZED ACTIVITIES

To be clear, we authorize your use of this Website only for Permitted Purposes. Any other use of this Website beyond the Permitted Purposes is prohibited and, therefore, constitutes unauthorized use of this Website.

This is because as between you and us, all rights in this Website remain our property.

Unauthorized use of this Website may result in violation of various United States and international copyright laws. Because we prefer keeping this relationship drama-free, we want to give you examples of things to avoid. So, unless you have written permission from us stating otherwise, you are not authorized to use this Website in any of the following ways (these are examples only and the list below is not a complete list of everything that you are not permitted to do):

- - In a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of this Website;
  - In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
  - To stalk, harass, or harm another individual;
  - To interfere with or disrupt this Website or servers or networks connected to this Website;
  - To use any data mining, robots, or similar data gathering or extraction methods in connection with this Website; or
  - Attempt to gain unauthorized access to any portion of this Website or any other accounts, computer systems, or networks connected to this Website, whether through hacking, password mining, or any other means.

You agree to hire attorneys to defend us if you violate these Terms and that violation results in a problem for us. You also agree to pay any damages that we may end up having to pay as a result of your violation. You alone are responsible for any violation of these Terms by you. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with our defense of such claim.

## INTELLECTUAL PROPERTY INFRINGEMENT

We respect the intellectual property rights of others and encourage you to do the same. Accordingly, we have a policy of removing Submissions that violate intellectual property rights of others, suspending access to this Website (or any portion thereof) to any user who uses this Website in violation of someone's intellectual property rights, and/or terminating in appropriate circumstances the account of any user who uses the this Website in violation of someone's intellectual property rights.

Pursuant to Title 17 of the United States Code, Section 512, we have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your copyright or other intellectual property right is being infringed by a user of this Website, please provide written notice to our Agent for notice of claims of infringement at [hello@picktime.com](mailto:hello@picktime.com).

To be sure the matter is handled immediately, your written notice must:

- - Contain your physical or electronic signature;
  - Identify the copyrighted work or other intellectual property alleged to have been infringed;
  - Identify the allegedly infringing material in a sufficiently precise manner to allow us to locate that material;
  - Contain adequate information by which we can contact you (including postal address, telephone number, and e-mail address);
  - Contain a statement that you have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;
  - Contain a statement that the information in the written notice is accurate; and

Unless the notice pertains to copyright or other intellectual property infringement, the Agent will be unable to address the listed concern.

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a

validly received DMCA take-down notice. In response, you may provide our Agent with a written counter-notification that includes the following information:

1.
  - a. Your physical or electronic signature;
  - b. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
  - c. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
  - d. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

We reserve the right, in our sole discretion, to terminate the account or access of any user of this Website who is the subject of repeated DMCA or other infringement notifications

## WARRANTY DISCLAIMER

THIS WEBSITE IS PROVIDED “AS IS” AND “WITH ALL FAULTS” AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS WEBSITE IS WITH YOU. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THIS WEBSITE, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

THIS MEANS THAT WE DO NOT PROMISE YOU THAT THE WEBSITE IS FREE OF PROBLEMS. Without limiting the generality of the foregoing, we make no warranty that this Website will meet your requirements or that this Website will be uninterrupted, timely, secure, or error free or that defects in this Website will be corrected. We make no warranty as to the results that may be obtained from the use of this Website or as to the accuracy or reliability of any information obtained through this Website. No advice or information, whether oral or written, obtained by you through this Website or from us or our subsidiaries/other affiliated companies will create any warranty. We disclaim all equitable indemnities.

## LIMITATION OF LIABILITY

PICKTIME WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THIS WEBSITE. IN NO EVENT WILL PICKTIME BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF WE KNOW THERE IS A POSSIBILITY OF SUCH DAMAGE.

PICKTIME'S MAXIMUM AGGREGATE LIABILITY TO YOU IN CONNECTION WITH THESE TERMS OR THE WEBSITE, REGARDLESS OF THE FORM OF ACTION (WHETHER SUCH LIABILITY ARISES DUE TO NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR FOR ANY OTHER REASON), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (I) THE AMOUNT PAID, IF ANY, BY YOU TO PICKTIME IN CONNECTION WITH THESE TERMS IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (II) US \$100.00.

## LOCAL LAWS; EXPORT CONTROL

We control and operate this Website from our headquarters in the United States of America and the entirety of this Website may not be appropriate or available for use in other locations. If you use this Website outside the United States of America, You are solely responsible for following applicable local laws.

## FEEDBACK

Any submissions by you to us (e.g., comments, questions, suggestions, materials – collectively, “Feedback”) through any communication whatsoever (e.g., call, fax, e-mail) will be treated as both non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and we are free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that we are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

## DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER.

This provision facilitates the prompt and efficient resolution of any dispute (with the exception of the enforceability of the Class Action Waiver clause below) that may arise between you and us. Effectively, then, “dispute” is given the broadest meaning enforceable by law and includes any claims against other parties relating to services or products provided or billed to

you (such as our licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against us in the same proceeding

This provision provides that all disputes between you and us will be resolved by binding arbitration because acceptance of these Terms constitutes a waiver of your right to litigation claims and all opportunity to be heard by a judge or jury. We prefer this because we believe arbitration is less drama-filled than litigation. To be clear, there is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney's fees). You may, however, opt-out of this provision which means you would have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). YOU AND PICKTIME AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

### **Pre-Arbitration Claim Resolution**

For all disputes, whether pursued in court or arbitration, you must first give us an opportunity to resolve the dispute which is first done by e-mailing us at [hello@picktime.com](mailto:hello@picktime.com) the following information: (1) your name, (2) your address, (3) a written description of your claim, and (4) a description of the specific relief you seek. If we do not resolve the dispute within 45 days after receiving your notification, then you may pursue your dispute in arbitration. You may pursue your dispute in a court only under the circumstances described below.



## **Exclusions from Arbitration/Right to Opt Out**

Notwithstanding the above, you or we may choose to pursue a dispute in court and not by arbitration if: (a) the dispute qualifies for initiation in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (the “Opt-Out Deadline”). You may opt-out of this provision by e-mailing us at [hello@picktime.com](mailto:hello@picktime.com) the following information: (1) your name; (2) your address; (3) a clear statement that you do not wish to resolve disputes with us through arbitration. Either way, we will not take any decision you make personally. In fact, we promise that your decision to opt-out of this Arbitration Provision will have no adverse effect on your relationship with us. But, we do have to enforce the Opt-Out Deadline so keep in mind that any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your dispute in arbitration or small claims court.

## **Arbitration Procedures**

If this provision applies and the dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or we may initiate arbitration proceedings. The American Arbitration Association (“AAA”), [www.adr.org](http://www.adr.org), or JAMS, [www.jamsadr.com](http://www.jamsadr.com), will arbitrate all disputes, and the arbitration will be conducted before a single arbitrator. The arbitration will be commenced as an individual arbitration, and will in no event be commenced as a class arbitration. This provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration. Because this Website and these Terms concern interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

You or we may initiate arbitration in either Georgia or the federal judicial district that includes your billing address. In the event that you select the latter, we may transfer the arbitration to Georgia so long as we agree to pay any additional fees or costs which the arbitrator determines you incur as a result of the transfer. So long as you place a request in writing prior to commencement of the arbitration, we will pay all arbitration fees and associated costs and expenses. But, you will still be responsible for all additional fees and costs that you incur in the arbitration which include but are not limited to attorneys' fees or expert witnesses.

### **Pre-Arbitration Claim Resolution**

For all disputes, whether pursued in court or arbitration, you must first give us an opportunity to resolve the dispute which is first done by e-mailing us at [hello@picktime.com](mailto:hello@picktime.com) the following information: (1) your name, (2) your address, (3) a written description of your claim, and (4) a description of the specific relief you seek. If we do not resolve the dispute within 45 days after receiving your notification, then you may pursue your dispute in arbitration. You may pursue your dispute in a court only under the circumstances described below.

### **Class Action Waiver**

Except as otherwise provided in this provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and Picktime specifically agree to do so following initiation of the arbitration. If you choose to pursue your dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to you. Neither you, nor any other user of this Website can be a class representative, class member, or otherwise

participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

## **Other**

You understand and agree that by accepting this provision in these Terms, you and we are each waiving the right to a jury trial or a trial before a judge in a public court. If any clause within this provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this provision whose remainder will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire provision will be unenforceable and the dispute will be decided by a court. This provision will survive the termination of your account with us or our affiliates and your discontinued use of this Website. Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any change to this provision (other than a change to the Notice Address), you may reject any such change and require us to adhere to the language in this provision if a dispute between us arises.

## **GENERAL TERMS**

We think direct communication resolves most issues – if we feel that you are not complying with these Terms, We will tell you. We will even provide you with recommended necessary corrective action(s) if possible.

However, certain violations of these Terms, as determined by us, may require immediate termination of your access to this Website without prior notice to you. The Federal Arbitration Act, Georgia state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Except for disputes subject to arbitration as described above, any disputes relating to these Terms or this Website will be heard in the courts located in

Fulton County, Georgia. If any of these Terms are deemed inconsistent with applicable law, then such term(s) will be interpreted to reflect the intentions of the parties, and no other terms will be modified. By choosing not to enforce any of these Terms, we are not waiving our rights. These Terms are the entire agreement between you and us and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between Picktime and you about this Website. The rights of Picktime under our Terms will survive the termination of our Terms.

## CHANGES

We may amend our Terms at any time by publishing revised Terms on our Website and/or by sending an e-mail to the address you gave us. The latest copies of our Terms will be posted on our Website, and you should review all Terms prior to using our Website. Continued use of this Website following notice of any such modifications indicates you acknowledge and agree to be bound by the modifications. Therefore, it is important for you to periodically review our Terms to make sure you still agree to them. If you object to any such modifications, your sole recourse will be to cease using this Website. Picktime reserves the right to change any and all features of our Website, at any time without notice.

## CONTACT US

If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us at [hello@picktime.com](mailto:hello@picktime.com)

# Privacy Policy

## 1. Copyright and Legal

Picktime (“Picktime”, “we”, or “us”) recognizes the importance of privacy. We want you to feel confident using our services, and this privacy policy (“Policy”) is to help you understand and describe how we collect, use, and disclose information that we obtain about users of our websites, services, plug-ins, software or other Downloadable Tools (all of which we refer to as the “Platform”).

Throughout this document, we will use a few terms to describe various roles. Picktime Members have signed up to use our service and created an account. Picktime Users are people who are scheduling with a Picktime Member and have not registered and created an account with us.

## Information We Collect

We collect information about you directly from you and automatically through your use of our Platform. We may combine information automatically collected with other information that we have collected about you.

In order to help you protect yourself and your information, we encourage you to provide only that information that is necessary for using our Platform. For example, to schedule a meeting you may only need to provide us with a name, email address, mobile number, date and time.

## Information You Provide

When a Picktime User comes to Picktime to schedule an event with a Picktime Member, you voluntarily give us certain information. This can

include your name, email address and phone number; email addresses of other people; subject of the meeting; and any other information you provide us or as required by the Picktime Member you are scheduling with.

A Picktime Member may also connect their calendar with Picktime. Our calendar integration only checks the duration and free/busy status of the events in your calendar so that we do not book you when you're busy. We never know who you're meeting with, their email, the meeting title or any other details about the appointments in your calendar.

### Account Information

Picktime Members may give us permission to access their information in other services. For example, with your consent, you may link your Picktime account with your Google, Microsoft Office 365 account, or other similar services, which allows us to obtain information from those accounts (like your basic profile or contacts). The information we get from those services often depends on your settings or their privacy policies, so be sure to check what those are

### Billing Information

If you purchase a premium version (once it is available) of Picktime, our third party payment processors will collect and store your billing address and credit card information. We store the last four digits of your credit card number and the expiration date.

### Information Collected Automatically

Like many websites, we and our service providers use cookies, web beacons and other technologies to receive and store certain types of information when you interact with us through your computer or mobile device. Using these technologies helps us customize your experience

with our Services, improve your experience, and make tailor marketing messages. Here are some of the types of information we collect:

#### Log & Device data.

When you use Picktime, our servers automatically record information (“log data”), including information that your browser sends whenever you visit our Website. This log data may include your web address you came from or are going to, your device model, operating system, browser type, unique device identifier, IP address, mobile network carrier, and time zone or location. Whether we collect some or all of this information often depends on what type of device you’re using and its settings. For example, different types of information are available depending on whether you’re using a Mac or a PC, or an iPhone or an Android phone. To learn more about what information your device makes available to us, please check the policies of your device manufacturer or software provider..

## Cookies and Other Tracking Mechanisms

#### Cookie data

Depending on how you’re accessing our products, we may use “cookies” (a small text file sent by your computer each time you visit our website, unique to your Picktime account or your browser) or similar technologies to record log data. When we use cookies, we may use “session” cookies (that last until you close your browser) or “persistent” cookies (that last until you or your browser delete them). For example, we may use cookies to keep you logged in to Picktime. Some of the cookies we use are associated with your Picktime account (including personal information about you, such as the email address you gave us), and other cookies are not. To help us make e-mails more useful and interesting, we often receive a confirmation when you open e-mail from Picktime if your

computer supports such capabilities. You can opt out of receiving emails from us. Please see the Your Choices section below.

### Other Web Site Analytics Services

We use third party service providers such as Google Analytics, Mixpanel and Kissmetrics to provide certain analytics and user interactions services to Picktime in connection with our operation of our site, including the collection and tracking of certain data and information regarding the characteristics and activities of visitors Picktime. You may opt-out of third party cookies from Google Analytics, Mixpanel and Kissmetrics' Opt-Out Feature on their respective websites. We do not currently recognize or respond to browser-initiated Do Not Track signals, as there is no consistent industry standard for compliance.

## How We Use Your Information

We may use information that we collect about you, including personal information, to:

### Provide the Picktime Service

We will use your information to provide our Site, App, and Services to you; to facilitate scheduling; to manage your account; to respond to your inquiries; and for other customer service and support purposes.

### Understand and improve our products

We will perform research and analysis about your use of, or interest in, our products, services, or content, or products, services or content offered by others. We do this to help make our products better and to develop new products..

### Communicate with you



## Service-related communications.

We may send you service and administrative emails to ensure the service is working properly. We will also email you regarding your calendar appointments. These messages are considered part of the service and you may not opt out of these messages.

## Promotional

We may send you emails about new product features or other news about Picktime or on topics we think would be relevant to you. You may opt out of these at any time. Visit the Your Choices section below. For Picktimeusers who are not Picktime Members, please be assured that we do not use the email addresses that you enter through email invitations to send any type of direct marketing.

## Responding to your requests

We will also use your information to respond to your questions or comments.Administratives

## Administrative

We may contact you to inform you about changes in our services, our service offering and other important service-related notices, such as changes to the Policy or about security or fraud notices.

## Advertising

We may develop and display content and advertising tailored to your interests on our Services and other sites

## Protecting Rights and Interests.

We will use your information to protect our rights and interests as well as the rights and interests of our users and any other person, as well as to enforce this Policy or our Terms of Service.

## Legal Compliance

We may use your information to comply with applicable legal or regulatory obligations, including informal requests from law enforcement or other governmental authorities.

## Other

We also may use your information to manage our business or perform functions as otherwise described to you at the time of collection.

## Sharing and Disclosures

We do not share your personal information with others except as indicated within this policy or when we inform you and give you an opportunity to opt out of having your personal information shared. We will share information we collect about you, including personal information, in the following ways: With third-party service providers, agents, or contractors

### With third-party service providers, agents, or contractors

We will never sell your data to third parties. However, we use other companies, agents or contractors ("Service Providers") to perform services on our behalf or to assist us with providing services to you. For example, we may engage Service Providers to process credit card transactions or other payment methods. Or, we may engage Service Providers to provide services such as marketing, advertising, communications, infrastructure and IT services, to provide customer service, to collect debts, and to analyze and enhance data (including data

about users' interactions with our service). These Service Providers may have access to your personal or other information in order to provide these functions. In addition, some of the information we request may be collected by third-party providers on our behalf. We require our service providers to agree to take reasonable steps to keep the personal information that we provide to them securely. We do not authorize them to use or disclose your personal information except in connection with providing their services.

### Affiliates

We may disclose your information to current or future affiliates or subsidiaries for research, marketing, and other purposes consistent with this Privacy Policy.

To comply with legal process or to protect Picktime and our users and members.

If we believe that disclosure is reasonably necessary to comply with a law, regulation, legal or governmental request; to respond to a subpoena, court order, warrant, or other legal process; to enforce applicable terms of use or this Policy, including investigation of potential violations thereof; to protect the safety, rights, or property of the public, any person, or Picktime; to detect, prevent, or otherwise address, security, or technical issues or illegal or suspected illegal activities (including fraud); or as evidence in litigation in which we are involved, as part of a judicial or regulatory proceeding.

### Business Transfers.

We may engage in a merger, acquisition, bankruptcy, dissolution, reorganization, or similar transaction or proceeding that involves the transfer of the information described in this Policy. In such transitions,

customer information is typically one of the business assets that is transferred or acquired by a third party. If we are acquired by or merged with another company, if we sell or transfer a business unit or assets to another company, in the unlikely event of a bankruptcy proceeding, or as part of any other similar business transfer, you acknowledge that such transfers may occur.

### Aggregate or De-identified Information

We may disclose aggregate, anonymous, or de-identified information about users for marketing, advertising, research, compliance, or other purposes.

### Your Choices

We do not share your personal information with others except as indicated within this policy or when we inform to you and give you an opportunity to opt out of having your personal information shared. We will share information we collect about you, including personal information, in the following ways:

#### Account

In order to keep your personal information accurate and complete, you can log in to review and update your account information, including contact and billing information. If you would like to cancel your account or request we delete or no longer use your account information to provide you Services, contact us at [hello@picktime.com](mailto:hello@picktime.com). Subject to applicable law, we will retain and use your account information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

#### E-mail.

As described above, if you do not wish to receive promotional e-mails from us, you may opt out at any time by following the opt-out link contained in the email itself. Please note that it may take up to ten (10) days to process your request. Please also note that if you opt out of receiving marketing communications from us, we may continue to communicate with you regarding service-related issues.

## Cookies

Your browser's help function should contain instructions on how to set your computer to accept all cookies, to notify you when a cookie is issued, or to not receive cookies at any time.

## Security

We have taken steps to help protect the personal information we collect. These measures include using SSL encryption and two-factor authentication. Unfortunately, no measures can be guaranteed to provide 100% security. Accordingly, we cannot guarantee the security of your information in all circumstances.

You should take steps to protect against unauthorized access to your device and account by, among other things, choosing a robust password that nobody else knows or can easily guess and keeping your log-in and password private. We are not responsible for any lost, stolen, or compromised passwords or for any activity on your account via unauthorized password activity.

## Third-Party Links

Our Site, App, and Services may contain links to third-party websites and applications. Any access to and use of such linked websites and applications is not governed by this Policy but instead is governed by the

privacy policies of those third parties. We are not responsible for the information practices of such third-party websites or applications.

## E-mail Security

“Phishing” is a scam designed to steal your personal information. If you receive an e-mail that looks like it is from Picktime asking you for your personal information, do not respond. We will never request your password, username, credit card information, or other personal information through e-mail or phone call.

## International Users

Our application and database servers are located with Google Cloud Platform Services in the United States. If you are located outside of the United States, please be aware that information we collect (including cookies and other web technologies) will be processed and stored in the United States. By submitting your personal information to Picktime and using Picktime, you expressly consent to having your personal data transferred to, processed, and stored in the United States, which may not offer the same level of privacy protection as those in the country where you reside or are a citizen.

## Our Policy on Children’s Personal Information

Picktime is not directed to children under thirteen (13) years or age and we do not knowingly collect personal information from children under 13. If we discover that a child under 13 has provided us with personal information, we will promptly delete such personal information from our systems

## Changes to the Policy

This Policy is current as of the Effective Date set forth above. We may change this Policy from time to time, and if we do we will post any changes, including any material changes, on this page, so please be sure to check back periodically.

Sometimes we may be unable to inform you about the policy changes due to system issues, limited time, etc.

If you continue to use Picktime after those changes are in effect, you agree to the revised Policy.

## Contacting Us

If you have any questions or comments about this policy, please contact us at [hello@picktime.com](mailto:hello@picktime.com)