

TERMS OF USE

Acceptance of Terms of Use

Welcome to the website of FBY Security Services.

Please read these Terms of Use carefully before you start using the Website. By using this Website, and the Web App, accessible from Fbyteamschedule.com, you are agreeing to be bound by these Website, the Web App Terms of Use and agree that you are responsible for the agreement with any applicable local laws. **If you do not agree to all terms of this agreement, you may not use the service.** The Terms of Use are entered into by and between Fbyteam and you.

Fbyteam reserves the right, at any time, without notice, to change, update, modify, edit, add, or remove portions of the Terms of Use. Please review these Terms of Service for any changes. Your continued use of this website after changes to the Terms of Use are posted indicates that you accept those changes.

Ownership of Service

Where applicable, references to Websites in these Terms of Use will also include Content. "Content" refers to all of the features and functionality available through the Website, including but not limited to all information, software, text, displays, images, video, and audio, as well as their design, selection, and arrangement. The Fbyteam name, as well as all related product and service names, logos, designs, and slogans used within this Website and Web App, are trademarks of FBY Security Services or its licensors and may not be used without the prior written permission of FBY Security Services. You are not granted any right, title, or interest in or to the Website. FBY Security Services reserves all rights not expressly granted. Any use of the Website that is not expressly permitted by these Terms of Use is a violation of these Terms of Use and may violate copyright, trademark, and other laws.

Description of Service

FBY Team and Fbyteamschedule is a web app and web based time clock system respectively. It allows employees to punch in/out and do safety checks over the website and app. Both director and manager can view, print and manage timecards.

Privacy Policy

Another section includes a separate Privacy Policy, which contains the terms and conditions that govern the collection and handling of any information you submit while using this Website, as well as the then-current privacy policies. Fby Security Services may, from time to time, post additional policies on its website. To view the current privacy policy, please see the "Privacy Policy" section. You agree to follow all policies posted on the website, Fbyteamschedule.com.

Responsibility for Time Card Data

FbyTeamSchedule does not and will not adjust or modify time card data, and thus is not responsible for the accuracy of any time card data. The employee of the account and/or his/her managers are responsible for the accuracy of all time card data. It is the Employee's or the manager(s) he/she designates' responsibility to download all pay periods on time so that the company has a record of the time cards.

Password Protection

The Site's password-protected areas are only accessible to authorized users, and you are not permitted to share your password(s), account information, or access to the Site. You are responsible for keeping your password(s) and account information secure, and you are liable for any and all activities that occur under your password(s) or account(s) or as a result of your access to the Site. You agree to immediately notify Fbyteam of any unauthorized use of your password(s) or account (s).

Content

This Site contains "Content," which includes software, text, graphics, images, video, audio, and other materials. We may own the Content or it may be provided through an arrangement Fbyteam has with others, including other Site users. The Content is copyright protected under both US and foreign laws and may not be modified or altered in any way. Unauthorized use of the Content may constitute a violation of intellectual property, trademark, and other laws. You have no rights in or to the Content, and you may not use it except as expressly permitted by these Terms of Use. Other uses are not permitted without our prior written consent. If you violate any of these Terms of Use, your permission to access and/or use the Content and the Site will be terminated automatically.

Permitted Use

This Site is intended for our employees' personal use in managing their timekeeping requirements. It may not be used in connection with any commercial endeavors unless expressly authorized by Fbyteam or our Service Providers. You are not permitted to access or use the Site in any way that could harm, disable, or impair any Fbyteam accounts, computer systems, or networks. You are not permitted to attempt to gain unauthorized access to any parts of the Site or any Fbyteam app or accounts, computer systems, or networks. You may not access the Site or any Fbyteam accounts, computer systems, or networks using a robot, spider, scraper, or other automated means. You may not access, download, use, or export the Site or its Content in violation of U.S. export laws or regulations, or any other applicable laws or regulations.

Restrictions on Use

You are not permitted to engage in or promote illegal activities, upload, download, distribute, or print anything that violates the Terms of Use or may be harmful to others, attempt to reverse engineer or jeopardize the proper functioning of the Website, gain access to secured portions of the Website to which you do not have access rights, or upload, submit, or transmit any form of virus, worm, or other malicious code. You are not permitted to use the Website to send unsolicited email advertisements or spam, to use any automatic or manual process to harvest information from the Website, to impersonate another user, to copy or distribute, or to attempt to copy or distribute the Content.

In addition, this Website may allow you to access other websites that are not under Fbyteam control also known as the "Third-Party Sites". Links to Third-Party Sites are provided solely for your convenience. Fbyteam does not endorse any Third-Party Sites and accepts no responsibility or liability for any material accessed through Third-Party Sites.

Site Security

Any violations could result in criminal and/or civil penalties. Any alleged or suspected violations will be investigated, and if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations. Logging into or attempting to log into a server or account to which you are not authorized is a violation of the Site's security. Other violations include, but are not limited to, accessing data or taking any action to obtain data, information, or services that are not intended for you or your use, attempting to probe, scan, or test the

vulnerability of any system or network, tampering, hacking, modifying, or otherwise corrupting or breaching security or authentication measures, and transmitting material containing viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or other computer programming.

In addition to Site Security, if you wish to use any of the website's services, you must complete the registration process by providing us with true, current, complete, and accurate information as prompted by the applicable registration form, and you will maintain and promptly update such information to keep it true, current, complete, and accurate. You will also select a password and a user name. You are solely responsible for keeping your password and account confidential. Furthermore, you are solely responsible for all activities that take place under your account. You agree to immediately notify Fbyteam of any unauthorized use of your account or any other security breach. Fbyteam will not be liable for any loss you may suffer as a result of someone else using your password or account, with or without your knowledge. You may, however, be held liable for any losses incurred by Fbyteam or another party as a result of someone else using your account or password. You may not use anyone else's account without the permission of the account holder at any time. You understand and agree that certain services may provide password-protected access to employee information such as names. You consent to Fbyteam displaying such information via the services by using this website and app, and you accept all risks of unauthorized access to such information. If you provide false, inaccurate, out-of-date, or incomplete information, or if Fbyteam has reasonable grounds to suspect that such information is false, inaccurate, out-of-date, or incomplete.

Spam E-mail and Postings

You agree that the use of the website or facilities by you or others in connection with the transmission of spam newsgroup postings or unsolicited e-mail in violation of these Terms of Use would cause Fbyteam irreparable harm, and that Fbyteam is entitled to injunctive relief against any such transmission (in addition to all other remedies available at law or in equity). Unsolicited e-mail may be blocked, filtered, or deleted by Fbyteam.

Indemnity

You agree to indemnify, defend, and hold Fbyteam, affiliates, officers, agents, co-branders, partners, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Submissions, your use of the website,

including any use by employees, your connection to the website, your violation of the Terms of Use, or your violation of any rights of another.

No Agency

As a result of these Terms of Use or your use of or access to the Website, you agree that no joint venture, partnership, employment, or agency relationship exists between you and Fbyteam.

Assignment

You may not assign, sublicense, or otherwise transfer any of your rights or delegate any of your duties under this agreement. Fbyteam may freely assign, sublicense, transfer, or delegate its rights or duties under this agreement without notice to you.

Trademarks

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Personal information and privacy

Refer to the Fbyteam section to view the current privacy policy to learn how Fbyteam protects your personal information, such as your name and address. Your personal information will be treated as confidential unless otherwise stated in the privacy policy or the Terms of Service. Any non-personal information or material sent to Fbyteam, with the exception of Design Content and certain types of User Content, will be deemed NOT to be confidential. You understand and agree that we may disclose information about you if we believe in good faith that we are required to do so by law or legal process, to respond to claims, or to protect Fbyteam's rights, property, or safety, or as otherwise stated in this privacy policy.

Governing law and jurisdiction

Fbyteam manages this website from its headquarters in New York. By using this Site, you and Fbyteam agree that all matters relating to your use of this Site will be governed and construed in accordance with the laws of the State of New York, USA, and applicable federal laws, without regard to conflicts of law principles. Employees agree that any and all proceedings relating to

this site and the subject matter contained herein will be heard exclusively in the courts of the state of New York or the federal district courts sitting in New York.

Entire Agreement

These Terms of Use constitute the entire agreement between Fbyteam and you regarding your rights to access and use the Website.