

Terms & Conditions

The following describes the terms and conditions (the "Terms") upon which Day.io Inc. ("Company", "us", "we") offers access to the internet site found at <https://day.io> (the "Site") to you ("You", "User") and provides services, applications, software, features, content, websites and/or linked pages in connection therewith (the "Services").

Please carefully read these Terms as well as our privacy policy, which we may update from time to time, a current version of which is available at <https://day.io/legal/privacy-policy> ("Privacy Policy").

By accessing the Site, using the Services or clicking "I accept", you agree to the Terms, Privacy Policy, and Service Level Agreement, which shall each form a legally binding agreement between you and us. If you do not agree to the Terms, Privacy Policy, and Service Level Agreement, you should exit our Site and not use the Services.

Use of and access to the Site is void where prohibited by law. By using the Site, you represent and warrant that you are 18 years of age or older, and that your use of the Site does not violate any applicable law or regulation or any obligation.

WHAT WE DO

Day.io is a time, attendance and project cost tracking platform, aimed at reducing payroll costs.

THE SERVICES

Subject to the terms hereof, we hereby grant you a non-exclusive, non-transferable and revocable right, without the right to grant sublicenses, to permit you and such employees of yours who are authorized by you to use the Site and the Services ("Authorized Users") to use the Services solely during the subscription term and subject to the subscription specification you have chosen (which include the number of permitted Authorized Users), solely for your internal business operations.

The Services are intended for the purposes listed in the Site. You may not use the Services for any other purpose and your use of the Service should comply with all applicable laws.

REGISTRATION AND USER ACCOUNT

You are required to create an account in order to use the Services (the "Account"). Registration is done by completing the registration process on the Site. You agree that all information provided by you is accurate, full, complete and up-to-date at all times. Any registration is solely for you and you may only use one single Account. You may not use the accounts of others, or allow others to use your Account, and you are solely responsible for preventing such unauthorized use of your Account.

In order to protect the security of your information available on your Account to the greatest extent possible, you must safeguard and not disclose your Account log-in details and you must supervise the use of such Account. Please notify us immediately if you become aware that your Account is being used without authorization. We strongly recommend having a complex password, to be kept secured at all times. You are also encouraged to change your password regularly. You must notify us immediately of any unauthorized use of your Account or any other breach of security.

You acknowledge that you will be held solely responsible for anything that occurs in your Account and any activity in your Account, including without limitation, for any information uploaded to your Account.

If you wish to change your user ID or password to log-in to your Account, or cancel and remove your Account, please send us an e-mail of your request to support@day.io. Your Account will terminate within reasonable time following your request, and from that date of termination you will no longer be able to access your Account.

You will be solely responsible for purchasing, installing and maintaining all software and hardware necessary to use the Services, and we will not be responsible for any technical difficulties that arise in your use of this software and hardware.

You shall be solely responsible for procuring, maintaining and securing your network connections and telecommunications links from your systems to our data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

USE RESTRICTIONS AND CONDITIONS

You undertake (a) that the maximum number of Authorized Users who access and use the Services will not exceed the number permitted under the subscription terms; (b) not to permit or suffer multiple Authorized Users to use the same account credentials; (c) that each Authorized User will keep a secure password for their use of the Services which password will be maintained and changed periodically to maintain the confidentiality of such password and that each Authorized User shall keep their password confidential; (d) in the event that the use of the Services is in violation of the subscription terms, to immediately pay such amounts required to obtain a subscription under which such use would be compliant for the applicable period of use; and (e) liability for the acts and omissions of Authorized Users as if the same were your acts or omissions, as applicable, in each case in connection with these Terms, the Site and the Services.

There are certain conducts which are strictly prohibited when using the Services. You (a) may not make available or use the Services for the benefit of any third party; (b) may not sell, resell, license, sublicense, distribute, make available, commercialize, rent or lease the Services; (c) may not use any Services to store or transmit any illegal, immoral, discriminatory, unlawful and/or unauthorized materials or interfere with or violate a third party's rights to privacy and other rights, or harvest or collect personally identifiable information about third parties without their express consent; (d) may not use any Services to transmit or otherwise make available any malicious code, including any virus, worm, Trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program; (e) may not interfere with or disrupt the integrity, performance or operation of the Services, or any part thereof; and (f) may not attempt to gain unauthorized access or bypass any measures imposed to prevent or restrict access to any Services or take any direct or indirect action that imposes or circumvents any usage limits. Any breach of the Terms by you, as shall be determined in our sole discretion, may result in the immediate suspension or termination of your Account and suspension of the Services.

TERMINATION; SUSPENSION

If you wish to terminate these Terms you may do so at any time for any reason or without reason by ceasing use and deleting your Account. Deleting your Account can only be done by sending an email directly to support@day.io with a specific request which will require us to authenticate the request. Thereafter you shall not be able to use any of the Services until you renew your registration to the Site. Cancelling your Account may cause the loss of certain information you provided us and/or the capacity of your Account. We do not accept any liability for such loss. Termination of your Account shall not relieve you of your obligations to pay amounts accrued or owing, nor affect any legal rights or obligations which may have arisen under these Terms prior to or at the date of termination.

In the event of any breach by you of these Terms, as determined in our discretion, we may terminate, limit or suspend your access to all or any part of your Account of the Service under these Terms at any time, with or without notice, effective immediately, and such termination may result in the destruction of all information and data associated with your use of Services under these Terms. In any such event no amounts will be refunded to you.

Upon termination of your Account: (a) all rights granted to you hereunder will automatically terminate, and (b) you must immediately cease all use of the Site and Services under these Terms. All Sections which by their nature are meant to survive, shall survive termination of these Terms.

INTELLECTUAL PROPERTY

The Company owns (or has valid authorizations or licenses required for) the Site, as well as the materials provided on the Site (including, without limitation, the Services), including all worldwide intellectual property rights in the Site and the Services, and the trademarks, service marks, and logos contained therein (subject to such trademarks, service marks, and logos which are expressly denoted as belonging to third parties). All rights in the same and all rights not expressly granted hereunder are reserved by the Company to the fullest extent under any applicable law. In addition, we will own any intellectual property in respect of features or functionalities of the Services that are based on your suggestions, improvements or feedback.

You hereby grant us for the duration of the subscription term a license to use the data inputted by you or any Authorized Users for the purpose of using the Services or facilitating the use of the Services ("Customer Data") to enable us to provide the Services.

Except as expressly permitted herein, you may not copy, modify, duplicate, distribute, display, perform, sublicense, decipher, decompile, reverse engineer, translate, port, republish, retransmit, reproduce, create derivative works of, transfer, sell or otherwise use the Site, the Services, any content appearing on the Site, or any material that is subject to our proprietary rights. You may not use any of the foregoing to create any software or service similar to the Site or Services.

You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Site or the Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, or trade name of the Company or any third party.

You may not or attempt to (a) circumvent, disable, or otherwise interfere with security-related features of the Site or Services or features that prevent or restrict use or copying of any content; (b) use any robot, spider, site search or retrieval service, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Site or Service; or (c) harvest, collect or mine information about users of the Site or Services.

DISCLAIMERS & DISCLAIMER OF WARRANTY

NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, ARE GIVEN REGARDING THE LEGAL OR OTHER CONSEQUENCES RESULTING FROM THE USE OF OUR SITE OR SERVICES. YOUR USE OF THE SITE OR SERVICES IS AT YOUR SOLE DISCRETION, AND RELIANCE ON ANY INFORMATION DERIVED THEREFROM IS AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE AND/OR ANY DATA LOSS THAT MAY RESULT FROM YOUR USE OF THE SITE OR THE SERVICES. THE SITE AND SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND FROM THE COMPANY. THE INFORMATION CONTAINED IN THESE TERMS OF THE SITE IS PROVIDED FOR GENERAL INFORMATION ONLY.

THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SITE OR SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR YOUR PURPOSES, OR NON-INFRINGEMENT. THE COMPANY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, (A) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SITE OR SERVICES; OR (B) THAT THE SITE WILL BE ERROR-FREE, INCLUDING FREE FROM ANY VIRUSES OR OTHER VULNERABILITIES, OR THAT ANY ERRORS WILL BE CORRECTED; OR (C) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION OR SERVICES PROVIDED BY THE SITE.

WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, TECHNICAL MALFUNCTIONS, OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET, TELEPHONE OR CELLULAR PHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, AND YOU ACKNOWLEDGE THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. WE ARE ALSO NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE OR CELLULAR PHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF ANY EMAIL DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR ON THE SITE, INCLUDING ANY INJURY OR DAMAGE TO USERS OR TO ANY PERSON'S MOBILE DEVICE OR COMPUTER RELATED TO OR RESULTING FROM USAGE OF THE SITE OR THE SERVICES.

THE COMPANY MAKES NO COMMITMENT TO UPDATE THE SITE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL, LOSS OR CORRUPTION OF DATA OR INFORMATION, PURE ECONOMIC LOSS, OR SIMILAR LOSSES), PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE, THE SERVICES OR ANY CONTENT INCLUDED ON THE SITE (INCLUDING ADVERTISEMENTS), INCLUDING AS PART OF LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS BUT NOT OR THROUGH THE SITE, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN EACH APPLICABLE JURISDICTION AND YOU HEREBY WAIVE YOUR RIGHTS TO ANY CLAIMS AGAINST US ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES, WHETHER IN EXISTENCE NOW OR COMING INTO EXISTENCE IN THE FUTURE. IN THE EVENT THAT THE FOREGOING IS UNENFORCEABLE UNDER APPLICABLE LAW OR A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE FOREGOING IS UNENFORCEABLE, OUR TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THESE TERMS, THE SITE AND THE SERVICES, SHALL BE LIMITED TO THE TOTAL SUBSCRIPTION FEES PAID BY YOU DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE SITE OR FROM ANY CONTENT POSTED ON OR THROUGH THE SITE.

YOU ASSUME SOLE RESPONSIBILITY FOR THE INFORMATION INPUTTED BY YOU ON THE SITE OR IN CONNECTION WITH YOUR USE OF THE SERVICES ANY SETTINGS YOU DEFINE. WE SHALL HAVE NO LIABILITY FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, INSTRUCTIONS OR SCRIPTS PROVIDED TO US AND/OR ON THE SITE AND/OR IN RESPECT OF THE SERVICES BY YOU, OR ANY ACTIONS TAKEN BY US AT YOUR DIRECTION.

WE SHALL HAVE NO LIABILITY TOWARDS YOU IN RESPECT OF ANY ACTIONS TAKEN BY YOU ON THE BASIS OF ANY RESULTS OBTAINED FROM YOUR USE OF THE SERVICES, AND FOR THE AVOIDANCE OF DOUBT IT IS HEREBY ACKNOWLEDGED AND AGREED THAT IT SHALL BE SOLELY YOUR RESPONSIBILITY TO USE THE SERVICES IN ACCORDANCE WITH APPLICABLE LAW.

YOU HEREBY RELEASE US FROM ANY DAMAGES, CLAIMS OR OTHER CAUSE OF ACTION RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SITE OR THE SERVICES.

INDEMNITY

You shall defend, indemnify, and hold harmless the Company, its affiliates and each of their employees, contractors, directors, officers, suppliers, agents, service providers and representatives from all liabilities, losses, claims, and expenses (including without limitation to reasonable attorney's fees), including, but not limited to, any third party claims brought by the your employees, that arise from or relate to (a) Customer Data, (b) your access, use or misuse of the Site and Services, (c) your violation of these Terms or any applicable law, contract, policy, regulation or other obligation, (d) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party with respect to your use of the Site or the Services, or (e) your negligence, intentional misconduct, or fraud. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and fully cooperate with the Company in connection therewith.

CHANGES TO THE SITE OR SERVICES

We reserve the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, in whole or in part, the Site or any of the Services (including modifications to subscription packages, which if made during the term of an existing subscription, shall take effect upon the renewal of such subscription), without notice, at any time. You agree that your continued use of the Site and Services following such modifications constitutes your acceptance of such modifications. We shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or Services, provided that if we terminate the Services we will refund the prorated portion of your subscription fees in respect of the period during which Services will not be provided to you.

If the Company supplies to you any updates, upgrades and any new versions of the Site according to its then current policies, it may include automatic updating or upgrading of the Site with or without any additional notice to you and the Terms will govern any such updates unless these are accompanied by a separate license agreement which will prevail, and all references herein to the Site shall include such updates. For clarity, the Company has no obligation to provide updates.

LINKS

Portions of the Site involve linking to web sites belonging to third parties. The Site may also provide you with links to access the websites of third party vendors or retailers. We have no control over third-party sites, and all use of third-party sites is at your own risk. Additionally, the Company cannot accept responsibility for any payments processed or submitted through such third party sites, or for the privacy policies of any such sites. The Company is not responsible for content available by means of such sites. The Company does not endorse any products offered by third parties and we urge our users to exercise caution in using third-party sites.

GOVERNING LAW AND MISCELLANEOUS

These Terms shall be governed by, and interpreted in accordance with the law of the State of Israel exclusive of its choice of law rules. Any action to be brought in connection with these Terms, the Site or the Services shall be brought exclusively in the courts of Tel-Aviv and you irrevocably consent to their jurisdiction; provided that we may seek equitable relief in any jurisdiction as we deem appropriate. We each waive any right to a jury trial. Your conduct may also be subject to other local, state, and national laws.

However, you agree that we may seek equitable relief in any jurisdiction when appropriate. Any cause of action against the Company must be brought within one (1) year of the date such cause of action arose.

We may revise the Terms, Privacy Policy and the Service Level Agreement at any time without notice by updating this Site. All such updates will be posted on the Site. You are bound by any revisions or updates. You should periodically visit these Terms, the Privacy Policy and the Service Level Agreement to review the current terms that apply to your use of our Site and our Services. Any use of the Site or our Services by you after our publication of any such changes shall constitute your acceptance of these Terms, the Privacy Policy or the Service Level Agreement, as modified.

In the event that any provision of these Terms will be invalid or unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect.

Nothing in these Terms creates any agency, employment, joint venture, partnership or other relationship not herein specifically and explicitly agreed between you and the Company or authorizes you to act on behalf of the Company.

We may assign our rights and obligations hereunder, and any third party without prior notice. You shall not assign any of your rights or obligations hereunder, to any assignment in violation of the foregoing shall be void.

Failure by us to enforce any provision of these Terms will not be considered a waiver of the right to enforce such provision. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

These Terms do not confer any rights on any person or party (other than the parties to these Terms and, where applicable, their successors and permitted assigns). There are no third-party beneficiaries to these Terms.

Unless a specific agreement is signed by you and us, these Terms constitute the entire and only agreement between you and us, and supersede all prior or contemporaneous agreements, representations, warranties and understandings that relate to the subject matter hereof. In any case that a specific agreement is signed by you and we, its provisions shall supersede the provisions of these Terms.

Our rights hereunder will survive any termination or expiration of these Terms.

Last updated: March, 2022