

Terms and Conditions of Use for UpYourTime

Effective Date: August 1st 2025

These Terms and Conditions ("Terms") govern your access to and use of the UpYour Time platform ("Service"), operated by UPDIVISION ("we", "us", or "our"), available at <https://upyourtime.com> . By accessing or using the Service, you agree to be bound by these Terms.

1. Eligibility

You may use the Service only if you are authorized by a subscribing company, are at least 18 years old, and have the legal capacity to enter into binding agreements. Companies using the service are responsible for managing their own users and ensuring compliance with these Terms.

2. Account Registration

To access the platform, users (Super Admin, Admin, or User) must create an account using a valid email address. You are responsible for:

- Maintaining the confidentiality of your login credentials
- All activities that occur under your account
- Promptly notifying us of any unauthorized use or security breaches

3. Use of the Service

You agree to use the Service in accordance with applicable laws and only for its intended purpose: time tracking, leave management, and team productivity monitoring.

You must not:

- Access or attempt to access another user's account
- Use the Service for unlawful, abusive, or fraudulent activities
- Reverse engineer, copy, or modify any part of the Service

4. Subscription Plans and Payment Terms

UpYour Time offers multiple subscription plans to accommodate different team sizes and organizational needs:

- **Free Plan**
 - Available for teams of up to 5 users.
 - Includes access to core features: time tracking, project and client management, and vacation tracking.
 - No payment is required.
- **Standard Plan – \$5/user/month**
 - Available for teams of 5 to 30 users.
 - Billed at \$5 per active user per month.
 - Includes all core features.

- Payment is required in advance.
- Usage is calculated based on the number of active users in a billing cycle.
- **Enterprise Plan – Custom Pricing**
 - For teams with more than 30 users.
 - Pricing and terms are negotiated individually.
 - Requires direct communication with our sales team to set up a custom agreement.
 - Includes full feature access.

5. Billing & Invoicing

- Subscription fees (where applicable) are billed monthly or annually, depending on your selected plan.
- All prices are in USD, exclusive of VAT or other applicable taxes unless otherwise stated.
- Payment is required via credit card or other supported methods.
- Failure to pay on time may result in temporary suspension or termination of access.

6. Upgrades and Downgrades

- You can upgrade or downgrade your plan at any time.
- Plan changes will apply in the next billing cycle unless otherwise stated.
- Downgrading to the Free Plan may result in the loss of access to premium features or data.

7. Cancellations and Refunds

- You may cancel your subscription at any time.
- Cancellation becomes effective at the end of the current billing period.
- We do not offer refunds for partial billing periods, unused user seats, or early cancellation.

8.. Intellectual Property

All content, software, trademarks, and designs associated with UpYour Time are the exclusive property of UPDIVISION, unless otherwise stated. You are granted a limited, non-exclusive, non-transferable license to use the platform for your organization's internal use only.

9. Data Privacy

Your use of the Service is also governed by our [Privacy Policy](#), which explains how we collect, store, and process your personal data in compliance with the GDPR.

You are responsible for obtaining appropriate user consent if required under data protection laws applicable to your organization.

10. Service Availability and Support

We strive to maintain uninterrupted availability of the platform, but we do not guarantee that the Service will always be available or error-free. We may temporarily suspend access for maintenance or updates, with or without notice.

Basic support may be provided via email or our designated help channels.

11. Termination

We reserve the right to suspend or terminate user accounts or organizational access in the event of:

- Violation of these Terms
- Breach of applicable laws
- Non-payment (if applicable)

Upon termination, your right to access the platform will cease immediately, and any stored data may be deleted after a grace period unless otherwise agreed.

12. Limitation of Liability

To the fullest extent permitted by law:

- We are not liable for indirect, incidental, or consequential damages
- Our total liability arising out of or related to the Service will not exceed the amount paid by your organization in the past 12 months (if any)

13. Indemnification

You agree to indemnify and hold harmless UpYour Time, its affiliates, and employees from any claims, damages, or liabilities resulting from your use of the platform or violation of these Terms.

14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Romania. Any disputes shall be resolved by competent Romanian courts unless otherwise agreed.

15. Changes to Terms

We may modify these Terms at any time. Continued use of the platform constitutes your acceptance of any changes. The current version will always be available at

<https://upyourtime.com>.

16. Contact Information

For any questions regarding these Terms, please contact:

Email: office@updivision.com

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