

ON SCHEDULE TERMS AND CONDITIONS

(October 2 2018)



By using On Schedule web application you are making an agreement with us, code fish, according to the current terms and conditions at the time of use. Upon the terms and conditions changing you will be informed and will be required to confirm acceptance. If necessary we can discuss and tailor this document for special cases (creating individual agreements).

Subscription and Cancellations

- Upon sign-up you are required to pay for the remainder of that month at the price of 1 user for a whole month. After this, payment is due on the 1st of the month, in advance, up until the next month starts.
- We may restrict access if payment is not made within one month of the due date.
- Unless we break the agreement in this document, the payment made in advance for the month is non-refundable.
- You can cancel the subscription at any time resulting in you not paying for the month after the cancellation was communicated onwards.
- All cancellation requests are accepted.
- By default the monthly subscription is auto billed. Meaning we take the variable amount for the month automatically. If you wish to pay manually each month you can request we turn off auto billing.
- If you stop paying the monthly subscription without informing us you wish to cancel we may still continue charging for the following months which you are required to pay.
- We use Sage Pay as the payment provider of card payments but On Schedule is responsible for the transaction. We do not store or even have access to the credit card details entered except for the last 4 digits of the card number which Sage Pay give to us. You actually enter the card details through a frame to the Sage Pay website. See the security section of this document for more information about card security.
- Exports to an xml file are supported allowing you to import data to your new provider. We promise to assist you move where requests are reasonable.

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Modifications

- Free modifications are available upon request. Modifications are free when they will benefit many clients or potential clients.
- The decision upon whether a modification is free, paid or not implemented is at our discretion.
- Upon request of a paid modification, a specification and estimated cost will be sent to you. If during development we decide that our estimated cost is not adequate we reserve the right to increase the price. You however are under no obligation to accept the new price. If a new price agreement cannot be met the modification will not be added to the system.

Support

- Telephone, email, live chat and screen sharing support and training is provided free of charge to the main schedulers in the organisation. We can speak to any user of the system, but it is generally the responsibility of the main schedulers to train most of the employees in the company. The exception to this are paid training days (face to face meetings) at your premises.
- Support opening hours are between 10am and 10pm, 7 days a week. In emergency situations (e.g. complete loss of service) you are free to try to contact us on the mobile phone provided at any time.
- We aim to action all support requests within one hour of receipt and promise to action within 24 hours. Receipt time could be the email received time or answer-phone message time for example (not the read or heard time).
- We will attempt to be available to answer the phone during the support hours stated but this is not guaranteed. We will always return missed calls and answer-phone messages.

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Pricing

- Commercial new customers pay each month for the exact number of users in the system for the previous month on a random date. The prices are listed on the buy now page. Every employee that appears in On Schedule (schedulers and scheduled staff) is a user. You can also let some clients log in if you want meaning they count as a user too (only if you set them to login). Schedulers can set employees as leavers meaning they keep the employee's data but they will not appear for new schedules. Licences are freed when employees are made leavers meaning they do not count as users. You cannot reinstate them for 6 days.
- We have no intention to increase the price of the subscription for existing customers but reserve the right to raise the price in line with inflation in the United Kingdom. We promise not to increase it for existing customers by any more than inflation. This includes the price for additional employees.
- We may at any time increase the price for new customers by any amount. For the optional extras such as time and attendance tracking listed below we may increase the price for existing customers too but the price for existing customers' optional extras will never be more than for new customers.
- Optional text messages are currently charged at 5p per message.
- Optional time and attendance tracking features are priced according to the data used. It currently costs 5p for every electronic call monitoring phone call made and 5p per day for every user using the iButton terminals and the same for every user that punches in via the mobile app.
- There are also one off charges for optional iButton terminals and iButton key fobs required for some time and attendance tracking. We do not make a profit on the sale of these devices we only make a profit on their use. The price for these devices is determined by the supplier and the prices we list on the website may be out of date at times.

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- We currently charge £200 plus expenses for half day training sessions - face to face presentations and discussions at your location.
- There are no other charges.

Upgrades and Service Availability

- We have a great track record for service uptime and it is a priority to keep it this way. During loss of service we will make every effort to correct the issue(s) and resume services as normal.
- The dedicated server is monitored 24 hours a day and our hosting providers will attempt to resolve issues without notice from us.
- A period of unplanned downtime of the server for 1 hour or more in any month is considered a break of this agreement.
- In the extreme circumstance that for example the hard drive on the server fails we will reconstruct the application from our hourly backups within 24 hours. Under all other circumstances service resumption will occur within one hour of us realising there is an error.
- Major updates are announced at least 24 hours in advance by email. They usually take up to an hour and are timed after normal working hours (around 11pm UK time). Whilst upgrades are being implemented loss of service is inevitable.
- Minor upgrades and tweaks are uploaded to the site when we can see from our monitors that nobody is logged in to the application.
- For bugs - it is only considered a break of these terms and conditions if a bug causes you to lose data or it takes longer than 1.5 hours to fix the bug (during support hours and not including the time taken for you to respond to our queries helping us to identify the issue) once we read or hear a notification of it. Note that once a bug is fixed we may have to wait before releasing to avoid causing disruption. Waiting to release a fix cannot be counted as a breach of the terms.

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Security

- Security is of utmost importance. We go way above the security measures put in place by all the companies we have worked for previously.
- Protection of private information stored in the application is ensured by the use of secure SSL connections.
- The use of captcha and counting failed login attempts prevents "brute force" or "dictionary" login attacks.
- We implement measures to avoid "session hijacking".
- We store your passwords in the system but have no way of finding out what they are.
- We don't use unencrypted connections to the server. This means no unencrypted FTP, RDP, SQL Server database connections or email connections like most IT companies have.
- Access to web services are restricted to only allow validated user access.
- We protect against SQL injection, cross site scripting and forged postbacks.
- We only allow certain IP addresses to administer.
- We employ the principle of least privileges through our systems.
- Our services are hosted by Microsoft Azure cloud system.
- All computers within the organisation are encrypted in-case of theft. They are also contained in locked buildings with Alarms.
- All computers within the organisation are protected by firewall and anti-virus software.
- WIFI routers have WPS disabled and we apply Mac Address Filtering where appropriate.
- Where possible all information on removable media, whether sensitive or not, is encrypted.
- We have a policy of locking computers (with username and password) when away from our desks.
- Mobile devices are unlocked using a password or biometrics but not unlock pattern or number only pin.

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- Where possible all devices are encrypted and protected by find my device, remote wipe or lock in-case of loss or theft. Once we no longer keep a device it is wiped.
- The database is stored on encrypted laptops and mobile devices for remote working but we remove your portions of the data just leaving our demo systems etc.
- We don't let browsers, or other technologies, remember passwords for quick or auto login.
- We use multi-factor authentication for all accounts we have with other companies when available. The methods to retrieve the secondary login codes are protected (so via app or text message but not phone call). We turn off text message previews on device notification screens.
- Unless the file is OK to share publicly, we don't send document store items or similar such as Microsoft One Drive or Google Drive links via email unless require login is required.

Data Protection and Privacy

- As you use the software we store only the necessary information you enter in the secured area such as schedules, employee and client details etc. We also store your addresses, phone numbers and our notes. We do not store your credit card details except for the last four digits but can request more funds via auto billing. We store your login passwords but they are encrypted in our system and we have no way of deciphering them.
- We store information as cookies on your computer such as the last tab you visited and your username and company name for quick login. We do not store sensitive information as cookies, such as data that could compromise security.
- There are a few third parties which can access a small amount of data from you when you use this online software whether you sign up to a subscription or not.

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- Via standard plugins (buttons) and Google Analytics that appear on many websites Google and Facebook can access information about your browsing session and store it as cookies and on their premises. This includes information such as the fact you visited or for how long you visited and may include your IP address.
- We do not pass any non-standard information to third parties such as schedules or employee and client names etc.
- Our live chat software, Zopim, is hosted so the information you post when you chat to us on this is stored on their servers which includes the chat transcript and your IP address etc. As you login to On Schedule we set your username and email address on the live chat program in-case you decide to start a live chat. Like Google and Facebook, Zopim also use cookies and can store information about your browsing session such as your IP and visit duration whether you start a chat with us or not.
- The screen sharing software we use is called Join Me who could access any information you share during a screen sharing session. This includes voice, video or images of the screen and text you type. We also use the appointment scheduling service provided by Join Me which requires us to give them your email address.
- We use an external company to handle an automated answerphone service for time and attendance. They also send text messages for us. In order to do this, your clients' phone numbers and employees' pin numbers are revealed to them.
- On Schedule is hosted by Microsoft Azure cloud system and Microsoft have access to the data they store.
- For the companion mobile app, we store some data such as downloaded schedules and punch in times, on your phone or tablet so you can use it when offline. This information is in a private database which no other app can access. Connection to the server is encrypted and the traffic is validated using Google OAuth2. We also store your offline pin or unlock pattern on the phone or tablet. This is encrypted and is in a private database (private to the On Schedule app). This pin can be revoked and removed by revoking access to the app in online Google app authentication page or by changing your Google password. We do not

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have access to your Google password but we do have access to your basic Google profile, geographical location whilst clocking in (if granted in the app) and your public file system (including external storage) (if granted in the app). The reason we need to access your files is so we can download documents such as care plans to your device. We put these in your downloads folder.

- In the mobile app you may choose to give us access to your contacts, file storage and location. We do not report it back to us. Your contacts access allows us to secure the app by enabling Google OAuth2 login. The system only reads or writes files that you download from On Schedule. We do not track your location in any of our systems apart from your own account where it reports if you clocked in or out at the client at the right time and location tracking only happens when you click the buttons to report your location.
- We use One Drive from Microsoft to store files such as your invoices, this document and our other admin documents in the cloud.
- We will not share your information with others (not listed above).
- You can request to see the information we store about you.
- We can destroy information about you upon request.

Backups

- The database and website is backed up every three hours.
- The file store and the backups are mirrored offsite by Microsoft.
- We automatically download, to our premises, the database, file store and website backups daily and get notified repeatedly if any fail until it is fixed.
- We can restore part or all the data on our database.
- We reserve the right to charge for restores if the data loss or damage is your fault i.e. caused by improper or accidental use of the system.

Warranty

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- If the terms and conditions in a month are not met, we can, upon request expressed during that month, refund that month's subscription payment but we will not be held liable for damages caused.