



## USER SERVICE AGREEMENT

### OVERVIEW

This agreement is between **Shift2Work LLC** and the **client customer** that has created an account online to use our website employee time clock or work scheduling program.

Shift2Work is providing a cloud-based employee time clock program with a work scheduling tool to help businesses track their employees' time and schedules at work. Our web-based program allows the customer to select the features they need for their business. The customer is solely responsible for ensuring the time entries and reports are correct and ready for payroll before processing payroll.

**CUSTOMER SERVICE:** Assistance via help files is available 24/7 online. To speak with one of our customer care representatives, please call during our regular business hours of 7AM – 5PM Pacific Time for assistance or training. Your call is important to us. If you received a voice message it is because our lines are busy as we help other customers. Please leave a message and one of our customer care specialists will call you right back.

**TRAINING:** It is important to us that everyone feels comfortable using our time clock program. With that in mind, we will provide scheduled training for the administrator, supervisors and staff on their time clock at no additional charge. There are different access levels within the program that the administrator will give individuals, such as, administrator, supervisor or user. These access levels will allow individuals access to the features that fit their needs. So, when we train individuals or groups, we will train them on their access level.

**ACCESS LEVELS:** Within the time clock program, the administrator can provide additional access permissions to individuals so that they can view a group of individuals' time cards and/or edit access to make corrections to an employee's time card.

**User** –Employees can only clock in and out from the website or reader and view their time card. Users cannot make any direct changes to their personal time card unless the administrator gives them supervisor permission to edit their personal time card. Time cards can be printed by the Employee from the website.

Employees can be assigned as a member of a department if they have a supervisor other than the administrator that oversees and maintains their time cards.



The time clock punch comes from our server that is synchronized constantly with the US government's national time and not from your individual computer or device so the employee cannot change the device time to manipulate the time punch.

**Supervisor** – Our program has the option for the administrator to give individuals supervisor access to one or more department groups. All employees will need to be assigned to a department name and then the supervisor can have access to either view reports only or view reports with edit access to one or more departments. Supervisors can approve time cards stating that the employee's time card is correct and ready for payroll.

**Administrator** – The account holder is always assigned as the administrator and will have access to all of the menus that control the program setup and configuration. Within the program, the account can have more than one administrator. The administrator has access to add users, edit time cards, give individual supervisor permissions, and view all department reports and settings.

**PASSWORD PROTECTED:** Shift2Work provides the highest level of security within its infrastructure and requires each account user to have a unique username and password. Each company is responsible for the security of their account users. The password should be unique and kept confidential. Password sharing is not recommended and should be discouraged.

**PRIVACY POLICY:** At Shift2Work LLC, your account information is held strictly confidential. The information that you provide to us is used only for internal processes in setting up your account, for generating invoices and for contacting the account holder to answer questions or provide training on our products. We do not sell or give out your contact or employee information to anyone unless requested by the Account Administrator in writing, either by email or by a signed letter on company letterhead. If the account holder requests that Shift2Work, by either of the aforementioned means, provides information to a third party outside their payroll software company, the information cannot be released to anyone but the account holder. Such information will then be handled by the account holder to forward to the third party.

**DATA SECURITY:** Our internal, secure process, called Disaster Recovery (DR) plan, protects your data and provides incremental backups during the day so that in the unlikely event of a complete loss, we are able to restore from backup with the loss of only a few minutes of the most recent activity. All of your data is password protected.



**SERVER SECURITY:** For highest security, only authorized personal with password authorization have access to the servers to make updates to the program and provide constant monitoring of our database to ensure the highest security of your information.

**TRANSMITTING DATA SECURITY:** Our website is SSL certified to encrypt the data as it travels back and forth between you and the servers. Your time and attendance data are not of a personal nature where this level of protection is required, but we have it just in case you would like to use it.

**AUDIT TRAIL REPORTING:** Shift2Work provides a complete access log report displaying who accessed the account and what action was taken. The log report will display the date and time stamp when accessed, the individual's login name, and the action taken on every page that is visited and every change that is made with the IP address used. So, if there is ever a question of who did what, or when something was changed or deleted, you can easily track down the history of those events.

Our system is DCAA and Affordable Care Act compliant to meet all labor laws, Fair Labor Standards Act and wage and hour compliance, all of which are requirements for businesses to keep accurate and complete time records.

If there is a federal or state labor dispute and an audit report is needed as proof of time and attendance, Shift2Work will provide the reports requested to the administrative account holder in a timely manner.

**30-DAY EVALUATION PERIOD:** The first 30-days from the date your account is created is free with no obligation so that you can take the time to ensure it fits your needs.

**MONTH TO MONTH USAGE FEE:** When an account is created there is no contract but a month-to-month agreement to pay a fee based on the number of individuals who used Shift2Work during that month. You are responsible to pay the monthly fee for your usage of the website and you may cancel at any time thereafter.

**MONTHLY INVOICE:** After your first 30-days, your first invoice for payment will be billed at the end of the second month (60-days from the date you created your account). The account holder/administrator will receive an email stating the total balance due with a copy of the invoice.



**PRICE:** There is a monthly usage fee for each person that is using the time clock or work scheduling program. Usage is defined as logging in or having a clock punch or schedule during the month.

**PAYMENT TERMS AND OPTIONS:** After the 30-day evaluation period, payment arrangements will need to be set up online to continue using Shift2Work's time clock program and services. An email will be sent to notify you when it is time to select and set up a payment option. The payment options are either by **bank account** payment or by **credit card**. If you need assistance, feel free to call 405-823-4842.

1. Payment is due upon receipt.
2. Advance payments are accepted.

**If paying by credit card or bank account,** select the menu option Invoice Payment and click on the button you want to use to fill out the information required.

**Autopay:** You can select autopay so you don't have to worry about making the monthly payment manually. Your credit card or bank account on file will be charged monthly when there is a balance due.

No extra fees are charged when using a credit card for payment. The account holder will receive an email with an invoice receipt for your records.

**PAST DUE TERMS:** If an account is 15 days past due, the program will block the viewing of reports until payment is received. If you are paying by check, the payment will need to be received within 15 days from the date the invoice was posted. If payment is late, call customer service at 405-823-4842 to set up payment arrangements.

**CANCELATION:** There is no cancellation fee but a final invoice will need to be paid for usage during the current billing cycle up to the time of cancellation. Cancellation notification from the account holder will need to be received by us in writing either by email or by a mailed letter on company letterhead. At that time, you are responsible to make sure that the balance due has been paid in full before we can close your account.

**REOPEN OR RESTORE ACCOUNT:** All of your account information is stored in our secured backups for 10 years and will be available in the future if needed. At your request, we can restore your account to gather data at any time. A small restoration fee may be charged for this service. If you decide that you want to



continue using our services, the restoration fee is waived and you will be invoiced for the normal monthly fee for usage. The free 30-days will not apply when reopening an account.

When creating an account, the customer agrees to the User Service Agreement and Shift2Work's payment terms.

Signed by  
Shift2Work LLC  
Steve Gardner  
Owner