



Time Lock Documentation, LLC

You may be subject to additional terms and conditions that apply when you use or purchase other Time Lock Documentation, LLC's services.

End-User License Agreement /Privacy Policy/Terms of Use ("Agreement")

Last updated: Jan 01, 2023

Please read this End-User License Agreement ("Agreement") carefully before, downloading or using Inspection Cx PRO (Pressure Test) App, Electrical Panel PRO App, Report Pro (Mechanical Report) App, Landscape Maintenance PRO App, Snow Removal PRO App, Wellness Screening App, Backflow PRO ("Application's").

By clicking the download button and, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

This Agreement is a legal agreement between you (either an individual or a single entity) and Time Lock Documentation, LLC and it governs your use of the Application made available to you by Time Lock Documentation, LLC.

If you do not agree to the terms of this Agreement, do not download or use the Application.

The Application is licensed, not sold, to you by Time Lock Documentation, LLC for use strictly in accordance with the terms of this Agreement.

License



Time Lock Documentation, LLC

Time Lock Documentation, LLC grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

Restrictions

You agree not to, and you will not permit others to:

- license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
- copy or use the Application for any purpose other than as permitted under the above section 'License'.
- modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.
- remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Time Lock Documentation, LLC or its affiliates, partners, suppliers or the licensors of the Application.

Intellectual Property

These Application's, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of Time Lock Documentation, LLC.

Modifications to Application

Time Lock Documentation, LLC reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

Updates to Application



Time Lock Documentation, LLC

Time Lock Documentation, LLC may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Application. You agree that Time Lock Documentation, LLC has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that Time Lock Documentation, LLC shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Time Lock Documentation, LLC does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

Term and Termination

This Agreement shall remain in effect until terminated by you or Time Lock Documentation, LLC.

Time Lock Documentation, LLC may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.



Time Lock Documentation, LLC

This Agreement will terminate immediately, without prior notice from Time Lock Documentation, LLC, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your computer.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your computer.

Termination of this Agreement will not limit any of Time Lock Documentation, LLC's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

Indemnification

You agree to indemnify and hold Time Lock Documentation, LLC and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

No Warranties

The Application is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Time Lock Documentation, LLC, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, Time Lock Documentation, LLC provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, prevent and disease spread or spread of any illness, be compatible or work with any other software, applications, systems or services, operate



Time Lock Documentation, LLC

without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither Time Lock Documentation, LLC nor any Time Lock Documentation, LLC's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of Time Lock Documentation, LLC are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you. The codes, torque, settings, symptoms settings and information contained in these Apps are suggestions and not to be taken as fact. The user is required to know and follow his or her International, Federal, State, County, Provincial and City codes, HIPAA and health codes/standards, and regulations as well as manufacturers installation standards and requirements. Only the public facing certificate can be displayed publicly in the COVID-19 Wellness Screening App to meet all HIPAA compliance standards. No documents with photos, phone numbers or user symptoms should be publicly displayed or shared while using the Wellness App.

Please review all HIPAA compliance material online. Please review the associated policy documents (Wellness Screening Program Protocols) and terms of use.

Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of Time Lock Documentation, LLC and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the Application.



Time Lock Documentation, LLC

To the maximum extent permitted by applicable law, in no event shall Time Lock Documentation, LLC or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if Time Lock Documentation, LLC or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

For U.S. Government End Users

The Application and related documentation are "Commercial Items", as that term is defined under 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. In accordance with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial



Time Lock Documentation, LLC

Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Export Compliance

You may not export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained.

In particular, but without limitation, the Application may not be exported or re-exported (a) into or to a nation or a resident of any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By installing or using any component of the Application, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

Amendments to this Agreement

Time Lock Documentation, LLC reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Application.

Governing Law

The laws of California, United States, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.



Time Lock Documentation, LLC

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Good.

Contact Information

If you have any questions about this Agreement, please contact us.

Entire Agreement

The Agreement constitutes the entire agreement between you and Time Lock Documentation, LLC regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between you and Time Lock Documentation, LLC.

Documentation, LLC will provide to you at the time of such use or purchase.

EULA of Inspection Cx PRO (Pressure Test) App , Electrical Panel PRO App, Report PRO (Mechanical Report) App, Landscape Maintenance PRO App, Snow Removal PRO App, Wellness Screening App and Backflow PRO App

Privacy Policy/Terms of Use

Privacy Policy

Effective date: February 14, 2019

Time Lock Documentation, LLC ("us", "we", or "our") operates the Inspection Cx PRO (Pressure Test) App, Electrical Panel PRO App, Report PRO (Mechanical Report) App, Landscape Maintenance PRO App, Wellness Screening App, Snow Removal PRO App or Backflow PRO mobile application (hereinafter referred to as the "Service").

This page informs you of our policies regarding the collection, use and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, the terms used in this Privacy Policy have the same meanings as in our Terms and Conditions.



Time Lock Documentation, LLC

Definitions

Service

Service is the Pressure Test App, Electrical Panel App, Mechanical Report App, Landscape Maintenance App, or Snow Removal App mobile application operated by Time Lock Documentation, LLC, Initial Base Build customization or other additional customization

Personal Data

Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

Usage Data

Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Cookies

Cookies are small files stored on your device (computer or mobile device).

Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected

Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or the instructions provided in any email we send.

Usage Data

When you access the Service with a mobile device, we may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile device unique ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browser you use, unique device identifiers and other diagnostic data ("Usage Data").



Time Lock Documentation, LLC

Tracking Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and we hold certain information.

Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Other tracking technologies are also used such as beacons, tags and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- **Session Cookies.** We use Session Cookies to operate our Service.
- **Preference Cookies.** We use Preference Cookies to remember your preferences and various settings.
- **Security Cookies.** We use Security Cookies for security purposes.

Use of Data

Time Lock Documentation, LLC uses the collected data for various purposes:

- To provide and maintain our Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve our Service
- To monitor the usage of our Service
- To detect, prevent and address technical issues
- To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information

Transfer of Data

Your information, including Personal Data, may be transferred to - and maintained on - computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.



Time Lock Documentation, LLC

Time Lock Documentation, LLC will take all the steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Disclosure of Data

Business Transaction

If Time Lock Documentation, LLC is involved in a merger, acquisition or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

Disclosure for Law Enforcement

Under certain circumstances, Time Lock Documentation, LLC may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Legal Requirements

Time Lock Documentation, LLC may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of Time Lock Documentation, LLC
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

Security of Data

The security of your data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

Our Policy on "Do Not Track" Signals under the California Online Protection Act (CalOPPA)

We do not support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), provide the Service on our behalf, perform Service-related services or assist us in analyzing how our Service is used.



Time Lock Documentation, LLC

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

Children's Privacy

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, please contact us:

- By email: Timelockdocs@outlook.com

Terms and Conditions

Last updated: January 1st 2023

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the Inspection Cx PRO (Pressure Test) App, Electrical Panel PRO App, Report PRO (Mechanical Report) App, Landscape Maintenance PRO App, Wellness Screening App, Snow Removal PRO App or Backflow PRO or other custom made mobile application (referred to collectively, and individually, as the "Service") operated by Time Lock Documentation, LLC ("us", "we", or "our").



Time Lock Documentation, LLC

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. This Agreement is a legal agreement between You (either an individual or entity) and us and it governs your use of the Service. These Terms also apply to all visitors, users, employees, contractors and others whom you wish to access or use the Service. If you or they do not agree to the terms of this Agreement, do not download or use the Service. If you or they disagree with any part of the terms, then you do not have permission to access the Service.

Communications

By downloading or accessing the Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

Fees; Payment

You agree to pay all fees or charges owed by you. The applicable Order Form shall set forth (1) the fee for the initial Subscription Period (or a yearly maintenance fee as agreed) and (2) the fee for the Initial Base Build customization. Payment for the initial Subscription Period and Initial Base Build customization shall be due in advance in the amount identified on the applicable Order Form. The term "Subscription Period" means the period specified in the Order Form during which you may have access to the Services. The term "Initial Base Build" customization includes a custom icon, use of a custom download web portal with secure sign in and custom Subscriber logos included on PDFs created by the Service. Additional customization can be added at an invoiced rate identified in an applicable Order Form. The Initial Base Build customization or other additional customization shall be included within the meaning of the term "Services" for purposes of this Agreement.

The renewal fee shall be our then current fee for the applicable Services for which you were enrolled in the prior Subscription Period. You will provide us with complete and accurate billing and contact information and will notify us in writing of any changes within thirty (30) days of any such change. Our fees are exclusive of all Taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such Taxes, levies or duties.

We will automatically issue an invoice to you upon renewal at each subsequent Subscription Period, unless an applicable Order Form provides other payment terms. All invoices shall be due and payable within thirty (30) days after the invoice date.

License

We grant you a revocable, non-exclusive, non-transferable, non-sublicensable, limited license, solely for the active Subscription Period, to download, install and use the applications within the Service strictly in accordance with the terms of this Agreement. You may not provide access to the Services to anyone other than a user who is using the Services on behalf of you for your internal business purposes.

You agree not to, and you will not permit others to:

- license, sell, rent, lease, assign, distribute, transmit, host, or outsource the Service or make the applications within the Service available to any third party.



Time Lock Documentation, LLC

- copy or use the Service for any purpose other than as permitted under the above section 'License'.
- modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Service.
- remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Time Lock Documentation, LLC or its affiliates, partners, suppliers or the licensors of the Service.

Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service, and we reserve the right to modify, suspend or discontinue, temporarily or permanently, the Service, with or without notice and without liability to you. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Updates

We may from time to time provide enhancements or improvements to the features/functionality of the Service, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Service. You agree that we have no obligation to (i) provide any Updates, or (ii) continue to provide or enable any features and/or functionalities of the Service to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Service, and (ii) subject to the terms and conditions of this Agreement.

Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on an annual basis, unless otherwise indicated in your applicable Order Form ("Billing Cycle").

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Time Lock Documentation, LLC cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Time Lock Documentation, LLC customer support team.

A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You shall provide Time Lock Documentation, LLC with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any



Time Lock Documentation, LLC

Purchase; and that (ii) the information you supply to us is true, correct and complete. You grant us the right to provide the information to these payment processing parties subject to our Privacy Policy.

Also, by submitting such payment information, you authorize Time Lock Documentation, LLC to charge all current and future fees incurred through your account to any such payment instruments. Should automatic billing fail to occur for any reason, Time Lock Documentation, LLC will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

Time Lock Documentation, LLC, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Time Lock Documentation, LLC will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Content

The codes, torque, settings and technical information contained in the Service are suggestions and not to be taken as fact. The user is required to know and follow his or her International, Federal, State, County, Provincial and City codes and regulations as well as manufacturers installation standards and requirements.

Our Service may allow you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness. We require you to maintain your own backup of your Content. In other words, we are not a backup service and you agree that you will not rely on the Service for the purposes of Content backup or storage. We will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.

By posting Content on or through the Service, you represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.



Time Lock Documentation, LLC

You retain any and all your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights.

In addition, Content found on or through this Service are the property of Time Lock Documentation, LLC or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

In particular, certain information used by the Service may be reproduced from the publications of International Code Council, including without limitation the 2018 International Mechanical Code, the 2018, International Plumbing Code, and the 2018 International Fuel Gas Code. Such information is reproduced with the permission of International Code Council, Inc., Washington, D.C., and such organization reserves all rights. Such copyrighted material and all points or statements in using this material have not been reviewed by the International Code Council. Any opinions expressed are not representations of fact by the International Code Council. Additional information regarding the International Code Council is available at www.iccsafe.org.

Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Time Lock Documentation, LLC and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Time Lock Documentation, LLC.



Time Lock Documentation, LLC

By using the Service, you agree that Time Lock Documentation, LLC shall have the right to post a small version of your logo and identify you on its webpage and in its promotional material as a subscriber of the Service.

[Links to Other Web Sites](#)

Our Service may contain links to third party web sites or services that are not owned or controlled by Time Lock Documentation, LLC

Time Lock Documentation, LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Time Lock Documentation, LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

[Termination](#)

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you have exceeded the maximum number of downloads of the Service agreed within your applicable Order Form, your access to additional downloads may be suspended.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Upon termination of this Agreement, you shall cease all use of the Service and delete all copies of the Service, or any application that is a part thereof, from your mobile device or from your computer.

[Indemnification](#)

You agree to defend, indemnify and hold harmless Time Lock Documentation, LLC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.



Time Lock Documentation, LLC

Limitation Of Liability

In no event shall Time Lock Documentation, LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Notwithstanding any damages that you might incur, the entire liability of Time Lock Documentation, LLC and any of its directors, employees, partners, agents, suppliers, or affiliates, under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the Service.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, title or course of performance. Without limitation to the foregoing, Time Lock Documentation, LLC provides no warranty or undertaking, and makes no representation of any kind that the Service will achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Time Lock Documentation, LLC, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of California, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.



Time Lock Documentation, LLC

For U.S. Government End Users

The Service and any related documentation are "Commercial Items", as that term is defined under 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. In accordance with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Export Compliance

You may not export or re-export the Service, or any application that is a part thereof, except as authorized by United States law and the laws of the jurisdiction in which the Service was obtained.

In particular, but without limitation, the Service may not be exported or re-exported (a) into or to a nation or a resident of any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By installing or using any component of the Service, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

Order Form

The term Order Form means the written form evidencing the initial subscription for the Services and any subsequent order forms submitted online or in written form, specifying, among other things, the Services contracted for, the Subscription Period, the Initial Base Build customization or other additional customization, the applicable fees, and other terms and conditions as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail).

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Certified COVID -19 Wellness Screening App Policy

Before implementing this program please view the user videos and health videos on the home page of the app.

All individuals using the COVID-19 Wellness Screening Application should review HIPAA compliance material online and comply with their requirements. This can be found on the Human Health Services (United States) websites or on the internet.

HHS Link - <https://www.hhs.gov/hipaa/for-professionals/security/laws-regulations/index.html>

Only the public facing certificate can be displayed publicly in the Wellness App to meet all HIPAA compliance standards. No internal HR documents with photos, phone numbers or user symptoms should be publicly displayed or shared while using the Wellness App.

When setting up user permissions on the TLD dashboard make sure you define the proper entity managers and user groups to meet HIPAA compliance.

TLD Permission Level Designations:

- 1) **Admin**-Sets up and pays for Entity account. Has all editing permissions and can add team users- admin, sub admin, members and read only. Receives red flag email when symptoms are detected in the program. – **For owners and supervisors.**
- 2) **Sub-Admin** Can login view folders and create and edit but cannot view account payment details. Can add to team- sub-admin, members, read-only-**For managers, and supervisors with HR permissions.**
- 3) **Member (User)** Can perform a screening only. Can leave a comment in the comment box. Can sign off for a self-quarantine. Cannot delete or edit other information in app projects, locations, certifications etc. Cannot view any documents. Cannot add to team – **For employees, students, on site visitors, meeting groups with no HR permissions.**
- 4) **Read-Only**- Can view all info including emailed certifications. Cannot delete or edit other information in app projects, locations, certifications etc. Can **add to comments on all certifications, and sign off, at that time.** Cannot add to team- **For health, QC officials, and owners with HR permissions.**

COVID-19 Wellness Screening Program General Protocols:

- i. No personal information in the program should be shared or discussed by entity managers about members (users) Screening information stored in the program.
- ii. All entity's managers implementing this program please view the user videos, health videos, and policy document on the home page of the app.
- iii. The attestation is fully editable under the settings button in the app. This attestation should be updated regularly by the entity managers to reflect current advisory conditions from the local health authorities as well as WHO, HHS, and the CDC. Conditions are always changing and need regular updating.



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- iv. All individuals (members) should be referred to by the designated employee # in the program any member undergoing a quarantine should be listed on the documents by employee # only.
- v. All photos should be kept in the "off" position in the program to ensure employee(member) privacy among Managers.
- vi. Duplication of employee contact info should be used only for routine face to face screenings.
- vii. All individuals should keep their login and personal employee designate # secure and private.
- viii. Any unintentional breach of information or records should be reported immediately to the entity and reported immediately or no less than 90 days to the affected individual app users (Members).
- ix. The entity can as policy periodically delete the data base and PDF's or save PDF's and data until the epidemic has passed as proof of screening compliance. All information should be passed in a secure online web portal.
- x. The entity could also email the saved screening information regarding individuals to the health officials for safeguarding if the local, state, federal or provincial health officials, if they agree. The Entity may also want to give read only permissions to health officials to show compliance.
- xi. Its recommended to sign off and save only the HR documents without photos and contact info only showing the completed screening and employee ID number.
- xii. All internal HR documents signed off are for internal and health officials use only.
- xiii. Only the public certificate with no individual contact info, showing that a general screening has been completed on site should be displayed publicly.
- xiv. Although the Wellness Screening Program is a symptom checker and not a full health plan, we want entity managers should respect the privacy of the screenings and use discretion when implementing this program and follow all applicable privacy laws, regulations and orders.
- xv. Any abuse of these systems could result in serious fines from HHS health officials.
- xvi. Individuals and entities should not use the app to self diagnose. The app does not provide any medical advice and only collects data.

Entire Agreement

The Agreement and the Privacy Policy (attached and hereby incorporated by reference) constitute the entire agreement between you and us regarding your use of the Service and supersedes all prior and contemporaneous written or oral agreements between you and us.

By using this Application, you agree to all information contained herein.