

*Note: This English text is provided for convenience. The Dutch version is authoritative where translations differ.*

## General terms and conditions

These general terms and conditions (“T&Cs”) apply to your use of TimeChimp’s **Website, Software, and Services**, and to every **Subscription** with us, including a free **Trial subscription**.

In this text, TimeChimp is “we” and the customer is “you” or “**Customer**”. Capitalised words have the meaning in Article 1.

### Article 1. Key terms

Singular and plural mean the same. “Person” can mean an individual, company, or association. Headings are for guidance only. Terms are listed in alphabetical order.

- 1.1 **Subscription:** your contract with TimeChimp for access to and use of the **TimeChimp system** and **Services**. This includes a paid subscription (with payment) and a **Trial subscription** (free). A **Subscription** is only for a **Customer**, not for a **Consumer** (Article 2.5).
- 1.2 **Subscription details:** for a paid subscription: **Package**, number of **Licences**, price, **Start date**, term, and billing. These are on the **Subscription page** and on your invoice.
- 1.3 **Subscription page:** [app.timechimp.com/settings/subscription](https://app.timechimp.com/settings/subscription). Here you always find the current details of your **Subscription** (paid or **Trial subscription**).
- 1.4 **Subscription period:** the current period of your paid **Subscription**, as on the **Subscription page**. For a trial subscription: the agreed trial duration.
- 1.5 **Source code:** the underlying program code of the **Software**. **Source code** is not covered by your **Licence**.
- 1.6 **Consumer:** a natural person who uses the **Services** for purposes outside their trade, business, craft, or profession (as defined under applicable EU and national law).
- 1.7 **Documentation:** guides and other materials we provide about the platform.
- 1.8 **Services:** what we deliver through the platform. Also extra **Professional services** if we agree them separately.
- 1.9 **Authorised representatives:** people who may enter into, change, or cancel a **Subscription** on behalf of a party.
- 1.10 **Users:** individuals with a user account in your TimeChimp environment (for example employees or others you grant access to). The **Customer** as an organisation is not a **User**.
- 1.11 **GDPR:** the EU General Data Protection Regulation.
- 1.12 **Intellectual property rights:** rights to software, brands, designs, and similar protection.

- 1.13 **Customer:** a **Business user** who uses the **Services** and takes out a **Subscription** or starts a **Trial subscription**.
- 1.14 **Calendar month:** a full month in the calendar, from the 1st through the last day of that month.
- 1.15 **Costs:** what you pay for a paid subscription according to the **Subscription details** (not applicable to a **Trial subscription**).
- 1.16 **Licence:** the right to use the **TimeChimp system** during your **Subscription**, per seat (**Licences**). You may not resell or transfer this right.
- 1.17 **Notice:** a written or email message that counts as an official message under this **Agreement**.
- 1.18 **Business user:** a person or organisation acting for business purposes, not a **Consumer** (Article 2.5).
- 1.19 **Support:** help with using the **Services** (email, in-app chat, and phone).
- 1.20 **Support services:** **Support** under the **Service Level Agreement**.
- 1.21 **Agreement:** your active subscription(s) plus these T&Cs, our [privacy statement](#), [cookie policy](#), [data processing agreement](#), [service level agreement](#), the list of [subprocessors](#), the [MCP Server terms of use](#), and any appendices.
- 1.22 **Personal data:** data about a person that can identify them, as defined by law.
- 1.23 **Package:** the package and any bundles you choose for your **Subscription**, including add-ons and **Licences**, as shown on the **Subscription page**.
- 1.24 **Pro rata period:** for a paid subscription: from your first access until the day before your **Start date**, if you do not start on the 1st (Article 5.4 and 9.1).
- 1.25 **Trial subscription:** a free **Subscription** for a limited period. Details are on the **Subscription page**. It does not automatically become a paid subscription.
- 1.26 **Professional services:** for example training, implementation, or custom work, agreed separately.
- 1.27 **Service Level Agreement:** commitments on availability and support.
- 1.28 **Software:** TimeChimp's programs and online applications (including the web application at [app.timechimp.com](http://app.timechimp.com) and mobile apps for iOS, Android, and similar); not the **Source code**. Under a **Subscription** you use **Software** within your **Licence**.
- 1.29 **Start date:** for a paid subscription: the 1st day of a **Calendar month** when your official **Subscription period** begins (not the day you first get access; see Article 5.3). For a trial subscription: the day you get access.
- 1.30 **TimeChimp system:** the TimeChimp platform, consisting of the **Software** and related **Documentation**, that you use under a **Subscription**.
- 1.31 **Confidential information:** non-public business information you receive from the other party, including prices and technical data.
- 1.32 **Visma terms of service:** Visma's general [terms of service](#) (Dutch or English version as applicable).

1.33 **Website:** timechimp.com and other websites we operate for TimeChimp.

## Article 2. When do these terms apply?

2.1 These terms apply in any event to:

- a. our **Website** and **Software**;
- b. all **Services**;
- c. every **Subscription** (paid or **Trial subscription**);
- d. **Users** who use the **TimeChimp system** on behalf of a **Customer**.

2.2 Your own terms and conditions do not apply unless we accept them in writing.

2.3 Only TimeChimp may change these terms.

2.4 We may update these T&Cs and our other terms and legal documents on

[terms.timechimp.com](https://terms.timechimp.com) to keep them aligned with our products and **Services**. This includes our [privacy statement](#), [cookie policy](#), [data processing agreement](#), [service level agreement](#), the [subprocessors](#) list, and the [MCP Server terms of use](#). The current version and effective date of each document are published there. Updated terms apply as follows:

- a. New customers: updated terms apply from publication.
- b. Existing customers: we inform you by email about changes. The new terms take effect after one **Calendar month** from notice. If you continue the **Subscription** after the effective date, or when you change your **Subscription**, you accept the updated terms.
- c. Opt-out: if you do not accept the updated terms, you may cancel the subscription free of charge before the effective date of the updated terms (Article 8.2). On cancellation you receive a pro rata refund of prepaid **Costs** for the remaining **Subscription period**.
- d. **Users** under an existing **Subscription** are bound by the terms that apply to the **Customer** once those terms take effect for the **Customer**.

2.5 Business user. TimeChimp is a service for businesses and organisations. **Subscriptions** are for **Business users** who are **Customers**, in the course of a trade, business, craft, or profession, or otherwise for business purposes, not for **Consumers**.

- a. When you enter into or during a **Subscription period**, we may ask you to identify yourself as a registered business (for example a company, VAT, or equivalent registration in your country). If you cannot prove this, or not in time, we may end the **Subscription** (Article 8.4(f)). You will then receive a full refund of prepaid **Costs** for the remaining **Subscription period** or other prepaid **Costs**.
- b. Consumer: If you use TimeChimp as a **Consumer** (not as a **Business user**), mandatory rights under applicable EU and national law apply. Those rights cannot

be contractually excluded. These T&Cs do not limit those rights. We otherwise act according to 2.5 and (a), insofar as that does not conflict with those mandatory rights.

2.6 If one rule is invalid, the rest still applies. We replace an invalid rule with a valid one with the same purpose.

## Article 3. Website and Software

3.1 You may visit and use our **Website** and **Software** to view information about TimeChimp and, if you wish, start a **Trial subscription** or paid **Subscription** (Articles 4 and 5). When you visit the **Website**, our [privacy statement](#) and [cookie policy](#) also apply.

3.2 Through the **Website** and **Software** you do not receive a copy of the **Software**; you use the **TimeChimp system** online once you have access under a **Subscription**.

3.3 Other customers may use the same platform.

## Article 4. Trial subscription

4.1 You start a **Trial subscription** by creating a new organisation in TimeChimp, and thereby accept these terms.

4.2 A **Trial subscription** is free (no **Costs**), is not automatically renewed or converted to a paid **Subscription** (Article 5), and ends on the end date on the **Subscription page** or when you end it. When it ends you lose access (Article 8.5). The **Start date** is the day you get access; other details are on the **Subscription page**.

## Article 5. Subscription

5.1 Your **Subscription** is your contract for the **Services** with these T&Cs. Details (**Package**, term, price, number of **Licences**, and more) are on the **Subscription page**; for a paid subscription these are your **Subscription details**.

5.2 You take out a paid **Subscription** via the **Subscription page** (or another way we offer) and accept these terms. Only **Authorised representatives** may do this on behalf of your organisation (Article 2.5).

5.3 Start date and subscription period (paid subscription). The official **Start date** is always the 1st of a **Calendar month**. Each **Subscription period** runs from the 1st through the last day of that month (monthly subscription) or for twelve consecutive **Calendar months** from the 1st (annual subscription).

5.4 Pro rata period. Do you take out a **Subscription** on a day other than the 1st? Then a **Pro rata period** applies from your first access until the day before the official **Start date**:

- a. you get access from that day; your **Licence** is fully in force from that moment (Article 6.1);
- b. we invoice that period until the 1st of the next **Calendar month** separately on a pro rata basis (Article 9.1);
- c. the official **Start date** and the first full **Subscription period** begin on the 1st of that next **Calendar month**.

5.5 We may refuse a **Subscription** or set additional conditions. A paid **Subscription** only arises after we confirm it. We then give you access as on the **Subscription page** or as we agree with you in writing.

5.6 Upgrades and downgrades.

- a. Upgrade: changes that expand your **Subscription** (for example more **Licences** or a higher **Package**) take effect immediately.
- b. Downgrade: changes that reduce your **Subscription** (for example fewer **Licences** or a lower **Package**) take effect from the next **Subscription period**.

5.7 Users and licences. You pay per **Licence**, not per **User**. The number of **Users** in your environment may differ from the number of **Licences** you have purchased. You manage simultaneous use and the maximum number of active **Licences** via the **Subscription page**.

## Article 6. Right to use (licence)

6.1 With an active **Subscription** you may use the platform within your **Licences**. Your **Licence** starts when you first get access, also before the official **Start date** (Articles 5.3 and 5.4). During a **Pro rata period** the same **Licence** applies; only billing is separate (Article 9.1). The number of **Licences** and other terms are on the **Subscription page**.

6.2 You do not receive rights to the **Source code**.

6.3 You may not, unless we agree otherwise:

- a. copy, adapt, or resell the **Software**;
- b. make the **Software** available to third parties;
- c. try to obtain the **Source code** (except where the law allows);
- d. publish benchmark results without our written consent;
- e. remove brands or security from the **Software**;
- f. use the **Software** unlawfully.

6.4 Only you, your employees, and your own clients may use the platform as set out in these terms.

6.5 You are responsible for what your staff and suppliers do. You indemnify us for harm from unlawful use by you.

## Article 7. Renewal

7.1 For a paid subscription, automatic renewal applies: if you do not cancel in time (Article 8), each new **Subscription period** starts on the 1st of a **Calendar month**.

7.2 On renewal, price, **Package**, and number of **Licences** do not have to stay the same as in the previous period. What applies is what is on the **Subscription page**, on your invoice, and in these terms on the renewal date, except where mandatory law requires otherwise. We inform you by email at least one **Calendar month** before renewal about any changes to price, **Package**, or **Licences** (see also Articles 9.7 and 9.8).

## Article 8. Duration and cancellation

8.1 The **Agreement** lasts while you have an active **Subscription**, unless you cancel. For a paid subscription you may have access before the official **Start date** (Article 5.4); payment and renewal follow the **Subscription period** from that **Start date**.

8.2 You may cancel via the **Subscription page** or in writing by email to [support@timechimp.com](mailto:support@timechimp.com). Allow for the notice period in Article 8.3.

8.3 Notice period. You must cancel at least one **Calendar month** before the end of your current **Subscription period**. If you do not, we renew your **Subscription** automatically (Article 7). This notice period does not apply when you cancel under [Article 3.4](#) of the [Service Level Agreement](#).

8.4 We or you may end the **Agreement** immediately if the other party, for example:

- a. becomes insolvent;
- b. applies for suspension of payments or a WHOA process;
- c. stops doing business;
- d. breaks an important promise and does not fix it within one **Calendar month**;
- e. does not pay, commits fraud, or acts in a way that makes continuing unreasonable;
- f. cannot prove it is a registered business while the **Subscription** is intended for business use (Article 2.5).

8.5 When the **Agreement** ends:

- a. all **Subscriptions** stop; you lose access;
- b. you still pay open invoices;
- c. outstanding amounts are due within one **Calendar month**;
- d. Articles 5, 6, 9–12 and 17–21 still apply where needed;
- e. if we end the **Agreement** under Article 8.4(f): a full refund of prepaid **Costs** for the remaining **Subscription period** or other prepaid **Costs**.

8.6 Save your data yourself before cancelling. We do not keep your data by default. On request and for a fee we may provide data if we still have it; we are not obliged to.

## Article 9. Price and payment

9.1 You pay the **Costs** in your **Subscription details** for each **Subscription period**. We invoice a **Pro rata period** before the official **Start date** separately on a pro rata basis (Article 5.4).

Prices are exclusive of VAT.

9.2 Pay within 14 days of the invoice, or if applicable within the term on your invoice, in euros. Late payment incurs statutory commercial interest.

9.3 After payment arrears (2 instalments + 3rd reminder) we may temporarily block your account.

9.4 Licences. You pay for **Licences**, not per **User**. If you need more **Licences** than shown on the **Subscription page** (for example because of higher simultaneous use), adjust the number of **Licences** there or tell us. We invoice the correct number of **Licences**.

9.5 We reimburse travel costs or other necessary costs for our staff at your location when needed for the **Services**.

9.6 For direct debit: keep sufficient balance. Debit may occur within 7 days of the invoice. If debit fails, we may charge up to €5 administration per invoice.

9.7 Price changes. Prices may change due to (a) our decision (under 9.7.1) or (b) annual indexation (Article 9.8). In both cases we inform you by email at least one **Calendar month** in advance.

9.7.1 We may change rates. Changed rates apply from the next **Subscription period**.

9.8 We may index prices once per year (CPI/CBS or similar). The indexation applies immediately on the indexation date, even if this occurs during an ongoing **Subscription period**.

Indexation is part of this **Agreement** and is not subject to the opt-out right in Article 2.4(c). By continuing the **Subscription** after notice of indexation, you accept the indexed price.

9.9 Invoice disputes: within one **Calendar month** to [support@timechimp.com](mailto:support@timechimp.com). Payment is still due while we review.

## Article 10. Support

- 10.1 **Support** is included with a paid **Subscription**.
- 10.2 For payment arrears we may pause **Support** without prior warning.
- 10.3 What **Support** includes is in our [Service Level Agreement](#) (SLA).

## Article 11. Personal data

- 11.1 We follow privacy laws, including the **GDPR**. Read more in our [privacy statement](#).
- 11.2 Does TimeChimp process **Personal data** for your organisation? Then you are responsible (controller); we process it on your behalf (processor). The details are in our [data processing agreement](#).
- 11.3 Does a third party hold us liable for **Personal data** that you process in TimeChimp and that we process for you (Article 11.2)? Then you reimburse our damage and costs.

## Article 12. Force majeure

12.1 Force majeure is an event outside our reasonable control (for example power failure, internet problems, DDoS, strikes, government measures, or supplier problems). If force majeure affects our or your obligations under the **Agreement**, the following applies:

- a. we and you do not have to perform those obligations for as long as the force majeure lasts;
- b. we are not liable for delay or outage caused by it;
- c. the affected party informs the other party as soon as possible and keeps the other party updated on progress.

12.2 If force majeure lasts more than 14 days, either party may end the **Agreement** with **Notice** of 14 days, unless we have fixed the problem by then.

## Article 13. Ownership and intellectual property

- 13.1 The platform, **Software**, and **Documentation** remain TimeChimp's. All **Intellectual property rights** stay with us.
- 13.2 You do not buy the platform; you only receive a **Licence** to use it.
- 13.3 New material developed under your **Subscription** belongs to TimeChimp unless we agree otherwise.
- 13.4 We may use technical protection. You may not bypass it.
- 13.5 You must not infringe our rights.

## Article 14. Your responsibilities

- 14.1 Follow all laws when using the platform, including privacy laws. You are responsible for data you or your users enter. Do not upload material you have no rights to use.
- 14.2 Report suspected misuse of passwords, accounts, or security issues immediately to [security@timechimp.com](mailto:security@timechimp.com). Do not use a false identity.
- 14.3 You are responsible for everyone you give access to your TimeChimp environment, including setting the right roles and permissions. We are not liable for their mistakes.
- 14.4 Use strong passwords and change them regularly.
- 14.5 We recommend enabling multi-factor authentication (MFA) on all accounts in your TimeChimp environment.

## Article 15. Warranties

- 15.1 We provide the **Subscription** professionally and to usual industry standards.
- 15.2 The platform is not fault-free or always uninterrupted. **Software** is provided in its current state. We give no extra warranties except what is in this article and the SLA. Advice from our team is not an extra warranty.
- 15.3 For errors, the **Service Level Agreement** applies.

## Article 16. Third-party copyright claims

- 16.1 If a third party claims our platform infringes their rights, we defend you (at our cost) if you:
- a. inform us quickly in writing;
  - b. let us lead the case;
  - c. cooperate as we ask.
- 16.2 This does not apply if the problem is caused by your misuse, combination with other software, an old version, or changes by you.
- 16.3 This article is your only special rule for such claims.

## Article 17. Liability

- 17.1 We are only liable for direct damage caused by a fault we are responsible for.
- 17.2 We are not liable for indirect damage (such as lost revenue, profit, delay, or data loss).
- 17.3 Our total liability is capped at what you paid us in the 12 **Calendar months** before the claim (excl. VAT), and not more than our liability insurance pays out.

- 17.4 We are not liable for what third parties you engage do.
- 17.5 These limits do not apply for intent or deliberate recklessness by our management (you must prove this).
- 17.6 Before you can hold us liable for a fault, you must first point it out to us in writing and give us a reasonable time to fix it. Only if we do not fix it within that time can we be liable for that fault.
- 17.7 Report damage within one **Calendar month** of discovery. Claims expire after 12 **Calendar months**, to the extent permitted by law, except where the law says otherwise.
- 17.8 You indemnify us against third-party claims from your breach of this **Agreement**.

## Article 18. Confidentiality

- 18.1 Both parties keep **Confidential information** secret during and for 5 years after the **Agreement** ends, except for staff who need it.
- 18.2 Disclosure is allowed if the law or a court requires it; we inform the other party where possible.
- 18.3 This does not apply to information that is already public, was already known to you, or you developed independently.
- 18.4 On request we destroy or return confidential documents; legally required backups may remain confidential.
- 18.5 We may name you as a customer in marketing, following your branding guidelines where applicable.

## Article 19. Messages

- 19.1 Important messages are in writing, including email to the address in your account or on your latest invoice. To us: [support@timechimp.com](mailto:support@timechimp.com). We communicate in Dutch or English.
- 19.2 You can update contact and address details directly in your TimeChimp environment.

## Article 20. Transfer

- 20.1 You may not transfer rights under this **Agreement** without our written consent.
- 20.2 We may transfer the **Agreement** in case of a merger or sale, for example.
- 20.3 Rights and duties also bind successors.

## Article 21. Other

21.1 If rules conflict, this order applies:

- a. separate written agreement that differs;
- b. **Subscription details** for that period;
- c. [MCP Server terms of use](#), but only for matters specifically relating to use of the MCP Server;
- d. these T&Cs;
- e. **Visma terms of service**, but only for matters not already covered by (a)–(d).

21.2 If these T&Cs do not explicitly address a topic, the **Visma terms of service** apply as a fallback.

21.3 Not enforcing a right does not mean you give it up.

21.4 We are independent parties; this is not employment or a partnership.

21.5 Dutch law applies. Disputes go to the competent court in Amsterdam.

21.6 If the Dutch and English versions of any TimeChimp document conflict, the Dutch version prevails.

(These general terms and conditions are effective as of 01-06-2026.)