

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

## MCP Server Terms of Use

These **MCP Terms** form part of your **Agreement** with TimeChimp. They apply as soon as you connect an external tool, such as an AI assistant or development environment, to your TimeChimp account via the **MCP Server**.

### What is the MCP Server?

The **MCP Server** is a connection between TimeChimp and external applications through the Model Context Protocol (MCP). Through this connection, an **MCP Client** (for example Cursor, Claude Desktop, or a custom integration) can retrieve your TimeChimp data and, depending on your settings, modify it.

By approving the connection, you accept these **MCP Terms**.

### Definitions

Capitalised words have the meaning set out in these definitions or, if not defined below, in the [general terms and conditions](#).

**AI Agent:** an automated AI-driven system operating within or via an **MCP Client**, capable of sending requests to and receiving data from the **MCP Server**.

**AI Service:** a third-party AI model provider, large language model platform, or agent orchestration service to which you transmit data retrieved via the **MCP Server**.

**Agreement:** as defined in Article 1.21 of the [general terms and conditions](#).

**Beta:** the **MCP Server** and related functionality as offered before general availability (“Preview Release”), as described in the beta notice.

**Customer Data:** data that you as **Customer** place in or have processed through the TimeChimp platform and to which TimeChimp grants access via the **MCP Server**, including **Personal data**.

**Feedback:** feedback, suggestions, defect reports, or improvement requests that you submit in connection with the **Beta**.

**MCP Client:** the application, platform, or tool that you connect to the **MCP Server** (for example, an AI assistant application, a development environment, or a custom-built integration).

**MCP Server:** the TimeChimp interface that exposes TimeChimp data and functionality to an **MCP Client** via the Model Context Protocol.

**MCP Terms:** these Terms of Use for the TimeChimp **MCP Server**, which form a supplement to and are incorporated into the **Agreement**.

**Write Access:** a configuration that permits an **MCP Client** or **AI Agent** to create, modify, or delete data in TimeChimp via the **MCP Server**.

## **Beta notice – TimeChimp MCP Server (Preview Release)**

The TimeChimp **MCP Server** is currently provided as a beta feature (“**Beta**” or “Preview Release”). The **Beta** is made available for evaluation and feedback purposes and has not yet reached general availability. By accepting these **MCP Terms** you acknowledge and agree to the following:

- a. Pre-release status. The **Beta** may contain defects, errors, and instabilities not present in a generally available release. TimeChimp does not warrant that the **Beta** will operate uninterrupted, error-free, or in accordance with any service-level or uptime commitments set out elsewhere in the **Agreement**. Such commitments are expressly excluded for the Beta period.
- b. Subject to change or discontinuation. TimeChimp reserves the right, at any time and without prior notice, to modify, limit, suspend, or permanently discontinue the **Beta** or any feature thereof. Any functionality available during the Beta period may be altered, removed, or made subject to additional terms or pricing upon general availability.
- c. Limitation of liability. Without prejudice to the limitations of liability set out in the **Agreement**, TimeChimp shall not be liable for any loss, damage, data corruption, or other harm arising from your use of, or inability to use, the **Beta**. Use of the **Beta** is entirely at your own risk.
- d. Transition to general availability. When the **MCP Server** reaches general availability, updated terms and conditions may apply. You will be notified of any material changes in accordance with the **Agreement**.
- e. **Support.** During the Beta period, TimeChimp will endeavour to provide reasonable assistance in relation to defects or issues with the **MCP Server**, but does so on a best-efforts basis only. The operational support commitments set out in the [general terms and conditions](#), and any response-time or service-level commitments applicable to the **Software** generally, do not apply to the **Beta**. TimeChimp encourages Beta participants to report defects and potential security vulnerabilities through TimeChimp’s standard support channels. TimeChimp is not obligated to provide a fix or workaround within any particular timeframe.
- f. Feedback and defect reporting. TimeChimp encourages you to report defects, errors, and potential security vulnerabilities encountered during the Beta period. **Feedback** you submit in connection with the **Beta** may be used by TimeChimp for any purpose, without restriction, compensation, or obligation. By submitting **Feedback**, you grant TimeChimp a perpetual, irrevocable, worldwide, royalty-free licence to use, reproduce, modify, and incorporate such **Feedback** into the

**Software** or any related product or service, except for **Confidential information** and **Personal data**. TimeChimp is not obligated to implement any **Feedback**. TimeChimp will handle any **Customer Data** or **Confidential information** contained in **Feedback** in accordance with the [general terms and conditions](#).

## 1. Incorporation into the Agreement

- 1.1 These **MCP Terms** form an integral part of, and are hereby incorporated into, the **Agreement** with immediate effect upon acceptance.
- 1.2 In the event of a conflict between these **MCP Terms** and other parts of the **Agreement**, the **MCP Terms** shall prevail solely for matters specifically relating to use of the **MCP Server**, unless otherwise expressly stated herein.
- 1.3 Capitalised terms not defined in these **MCP Terms** shall have the meanings ascribed to them in the [general terms and conditions](#).

## 2. Data responsibility

- 2.1 Once data is returned from the TimeChimp API to the **MCP Client**, full responsibility for the safekeeping, handling, and storage of that data transfers to you as **Customer**.
- 2.2 TimeChimp is not liable for any data loss, leakage, or misuse that occurs outside the API boundary, except to the extent liability under [Article 17](#) of the general terms and conditions is not excluded or limited.
- 2.3 You are responsible for ensuring that data retrieved via the **MCP Server** is handled in compliance with all applicable laws, including data protection legislation.

## 3. Third-party processing providers

- 3.1 Where you choose to transmit data received via the **MCP Server** to **AI Services** or other processing providers (such as AI model providers or agent orchestration services), that transmission and any subsequent processing is exclusively governed by the agreement between you and the relevant third-party provider.
- 3.2 TimeChimp is not a party to any such agreement and assumes no responsibility or liability for how third-party providers handle, store, process, or retain your data.
- 3.3 You are responsible for ensuring that any such third-party provider offers an adequate level of data protection, and that the transfer of data to that provider complies with applicable law, including the **GDPR** where **Personal data** is involved.

## 4. Client usage

- 4.1 TimeChimp does not control, endorse, or assume responsibility for how any **MCP Client** or its **AI Agents** use, interpret, or act on data received via the **MCP Server**.
- 4.2 You are solely responsible for ensuring that the **MCP Client** and its **AI Agents** operate in compliance with applicable laws and your data policies, including internal access controls and data governance requirements.

## 5. No warranty on client behaviour

- 5.1 The **MCP Server** provides data access only.
- 5.2 TimeChimp makes no representations or warranties – express or implied – regarding the correctness, safety, fitness for purpose, or appropriateness of any actions taken by **MCP Clients** or **AI Agents** connected through this interface.
- 5.3 The **MCP Server** is provided on an “as is” basis.

## 6. Risk of AI Write Access

- 6.1 If you connect the **MCP Server** in a configuration that grants an **AI Service Write Access** to your TimeChimp data – including the ability to create, modify, or delete records such as time registrations, project data, expenses, invoices, or other documents – you acknowledge that **AI Services** may produce errors, misinterpretations, or unintended modifications to your data.
- 6.2 TimeChimp accepts no responsibility or liability for any loss, corruption, deletion, or unintended alteration of data caused directly or indirectly by the actions of an **AI Agent** acting on **Write Access** granted via the **MCP Server**, except to the extent liability under [Article 17](#) of the general terms and conditions is not excluded or limited.
- 6.3 You are solely responsible for reviewing, validating, and supervising any changes made by **AI Agents** to your TimeChimp data, and for maintaining appropriate backup and audit procedures.

## 7. Risk of data exfiltration

- 7.1 You shall not use this **MCP Server** alongside other MCP Servers or tools that you do not fully trust.
- 7.2 A malicious or compromised MCP Server running in the same client session may be able to access, read, or exfiltrate data returned by this Server.

7.3 You are solely responsible for ensuring that all MCP Servers and tools connected to your client environment are from trustworthy sources and have been subject to appropriate security review.

## 8. TimeChimp's right to develop competing solutions

8.1 Connecting to TimeChimp via the **MCP Server** does not confer any exclusivity upon you.

8.2 TimeChimp retains the full and unrestricted right to independently develop, offer, or commercialise solutions, features, or products that are similar to or competitive with any application, integration, or solution that you may develop using the **MCP Server** in connection with the TimeChimp API.

8.3 This is consistent with the **Agreement**, which confirms that TimeChimp retains all intellectual property rights in and to the **Software** and its APIs.

## 9. Data processing – instruction under GDPR Article 28 and the DPA

9.1 By connecting the TimeChimp API via the **MCP Server**, you hereby issue a documented instruction to TimeChimp, within the meaning of GDPR Article 28 and the [data processing agreement](#) (DPA) forming part of the **Agreement**, to make the relevant **Customer Data** available via the API for the purpose of enabling and operating the MCP connection.

9.2 This instruction is subject to and governed by the DPA in its entirety.

9.3 To the extent **Personal data** is accessed or transmitted via the **MCP Server**, you remain the Controller for all such **Personal data**, and you are responsible for ensuring that any onward transfer of that **Personal data**, in particular to **AI Services**, complies with the **GDPR** and any other applicable data protection legislation.

9.4 For the avoidance of doubt, any third-party provider that you connect to the **MCP Server**, such as an **AI Service**, acts as a Processor or Sub-processor of you, not of TimeChimp. Such providers process **Customer Data** on your own instructions and do not form part of TimeChimp's sub-processor chain.

9.5 You are solely responsible for ensuring that an appropriate data processing agreement, compliant with Article 28 of the **GDPR** and any other applicable data protection legislation, is in place between you and each such third-party provider prior to any processing of **Personal data** by that provider.

## 10. Disconnection and access revocation

10.1 To revoke the **MCP Server's** access to your data, you must disconnect the **MCP Server** from your **MCP Client**.

- 10.2 TimeChimp does not provide an account setting to manage MCP connections as a whole; disconnection of the **MCP Client** is performed on the client side.
- 10.3 You may revoke the separate access token issued for the MCP via your account settings; this ends access by the **MCP Server** regardless of client configuration.
- 10.4 You are responsible for promptly revoking access if the **MCP Client** or **AI Service** is no longer in use, has been compromised, or if you no longer wish to grant access.

## 11. Confidentiality

- 11.1 Your confidentiality obligations set out in the [general terms and conditions](#) apply in full to your use of the **MCP Server**.
- 11.2 Without limitation to those obligations, you shall treat all API credentials, access tokens, and any proprietary information relating to the TimeChimp API or **MCP Server** obtained in connection with your use of the **MCP Server** as **Confidential information** within the meaning of the [general terms and conditions](#).
- 11.3 You shall not disclose such **Confidential information** to any third party, including any **MCP Client** or **AI Service** provider, except to the extent strictly necessary to enable your permitted use of the **MCP Server** under the **Agreement** and these **MCP Terms**, or as required by applicable law or regulation.
- 11.4 You shall take reasonable measures to protect such **Confidential information**.
- 11.5 The confidentiality obligations set out in the [general terms and conditions](#) shall last for five (5) years after the expiry of the **Agreement**, unless otherwise stipulated by applicable law or regulation.

## 12. Governing law and language

- 12.1 [Article 21.5](#) of the general terms and conditions applies to these **MCP Terms** (Dutch law; competent court in Amsterdam).
- 12.2 If the Dutch and English versions conflict, [Article 21.6](#) of the general terms and conditions applies.