

Déhora Website Terms of Use

Issue 1.0EN date: April 20, 2010

Introduction

Welcome to the Website (the "Website") of Déhora Consultancy Group B.V ("Déhora"). On this Website, Déhora makes available a wide range of information, software, products, downloads, documents, communications, files, text, graphics, publications, content, tools, forums, resources, and services. In this document we describe how we intend to cooperate with our customers. We have provided this introduction and a summary for our intended customers, who may not always be lawyers (just for the sake of clarity: these two paragraphs are not part of the agreement):

Summary

Plain language, "non-legalese", summary of the Website Terms and Conditions of Use:

The purpose of this document is to regulate the cooperation between you as a user of our website and software and our company, Déhora.

Basically it boils down to providing you the proper use of our website and software and letting us do what we are good in: developing and operating a website and software. Doing this we each have to be able to achieve our business goals. We will respect your rights and demands, and we ask you to respect ours. That is the crux of the matter.

In line with legal traditions this document is very elaborate to cover anything that applies to the way of cooperation. You have to realize that this document is as extensive as it is to cover anything that may go wrong.

Normally you will have very little need to refer to this document, but you have to keep it available and updated.

The agreement and the "legalese" starts below:

Overview

These Terms and Conditions of Use (the "Terms of Use") apply to the Déhora web site located at www.workingtimeoffice.com, and all associated sites linked to www.workingtimeoffice.com by Déhora, its subsidiaries and affiliates, including Déhora sites around the world (collectively, the "Site").

The Terms of Use constitute the entire agreement between you and Déhora and govern your use of the Website, superseding any prior agreements between you and Déhora on the subject matter (including, but not limited to, any prior versions of the Terms of Use). Notwithstanding the prior provision, to the extent, and only to the extent, that any terms set forth in this Terms of Use expressly contradicts any terms of a prior written agreement between you and Déhora in effect as of the date of your use of the Website and specifically regarding your use of the Website ("Executed Agreement"), such contradictory terms set forth in the Executed Agreement shall govern. You also may be subject to additional terms and conditions that may apply when you use other Déhora services, third-party content or third-party software. You must not assign or otherwise transfer the Terms of Use nor any right granted hereunder.

Definitions

'Agreement' means (i) this Déhora Website Terms of Use, (ii) any exhibits and amendments hereto.

'Access' means to connect to the Software either directly or indirectly through any middle tier application(s).

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About us

Déhora Consultancy Group B.V. ("Déhora", "we", "us") is a company registered in the Netherlands (Company Registration Number). Areas of this website may relate to our Distributors and to the extent that any information is provided on their behalf we are not responsible for its content. Please contact the Distributor directly if you wish to deal with them.

We are committed to protecting the privacy of all customers and website users. This Privacy Policy outlines how your personal information will be treated.

About you; the type of data being collected

In order to provide you with the services you require, we may collect and keep a record of personal information about you from our websites, telephone conversations, emails and written communications. When you use one of our websites, you may be required to provide certain information such as your name, address, email address and telephone number. We may also ask you for additional optional information such as mobile phone number, fax, credit card details, etc.

Please let us know if any of your personal information changes or is inaccurate so that we may keep our records up-to-date.

Why do we collect user information when you use our services?

We may use the information we collect from you in various ways, for the purpose of:

- Managing access to our websites, or restricted areas thereof;
- protecting our websites and systems against unauthorised access;
- processing any orders placed by you;
- communicating with you, for example in relation to urgent product updates;
- maintaining our records;
- performing market research;
- tracking activity on our website;
- improving the quality of our service;
- create an individual profile for you so that we can inform you of particular products, services or events that may be of special interest to you.

The type of communication you may receive

We will never send SPAM. By entering your e-mail address, you agree to receive e-mail from us about product updates and any marketing information.

On product updates:

For the proper operation of the software we may have to alert you to certain matters and ask your action; this type of message will be sent by e-mail and must always be allowed, otherwise the software may cease to operate.

On marketing information

You have the right to prevent marketing information being sent to you. If you prefer not to receive information about new products and services please let us know using the contact details above.

Phishing and other misuse of electronic communication

We will never request that you confirm any personal information in an email and we will never ask for you to confirm any of your personal details such as: Name, Address, Date of Birth etc. Should you receive any such emails we suggest that these are likely to be fraudulent and advise you NOT TO RESPOND. We suggest that any emails of this nature that you receive should be flagged and added to your blocked email address lists.

Since there is so much computer jargon around, we feel that phishing is a threat important enough to make sure you do not miss the meaning. Wikipedia, the free encyclopedia, says about this matter:

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'Content' means any data, information or material, and in particular data sources submitted by you or by Déhora on behalf of you for use with SAAS.

'Designates' means End User's customers, suppliers, vendors, benefits providers and other such third parties providing goods or services to End User that End User may provide with a right to access the Software consistent with and subject to the terms of the Agreement. In no event shall a Designate have the right to (i) install the Software on a server, workstation or other computer, (ii) access or use the Software to run its internal data or support its internal operations except as such access or use relates to End User's use of the Software consistent with the terms of the Agreement, or (iii) access the source code for the Software. A breach by a Designate will be considered a breach by End User.

'Documentation' means the technical publications relating to the Software, such as reference, user, installation, systems administrator and technical guides, delivered by Déhora to End User.

'End User' means the party that has the right to use the Software for its internal data processing. This party may also be referred to as 'Licensee'.

'Software as a Service' (SAAS) means the Services offered to you by Déhora to use the Software while it is installed on a Server Environment which is hosted by or on behalf of Déhora.

'Server Environment' is defined as any server system, licensed from Déhora or any other entity, that consists of one or more server software processes, operating independently or otherwise, including but not limited to ASP .NET, Java servers, Citrix servers, report servers, web servers, database servers, terminal servers, mail servers, application servers or transaction servers, facilitated by an internet, intranet, extranet, client/server network, wide-area network, or any other multi-user network.

'Services' means Support Services and training provided by Déhora or its subcontractors to End User.

'Software' means all or any portion of the Déhora binary computer software programs provided on software media in object code form and associated documentation, any updates, additional modules or additional software provided by Déhora in connection therewith; but does not include any promotional software or other software product provided in the same package, which shall be governed by the online software license agreements included with such promotional software or software product.

'Support Services' means the particular services offered by Déhora which are designed to support the Supportable Modules and the standard terms and conditions apply thereto, in effect on the later of the following: (i) the date fees are received for such services offered by Déhora which are designed to support the Supportable Modules, or (ii) the first date of the period for which services offered by Déhora which are designed to support the Supportable Modules are provided. Different levels of Support Services may be offered.

'Supportable Modules' are those Software modules for which Déhora offers some sort of maintenance services, and are comprised of (i) Software excluding the Third Party Software modules; (ii) Tools; and (iii) those Third Party Software modules specifically designated in the Schedule as 'Supportable Modules'.

'Trade dress' is a type of trademark that is used to identify and distinguish products or goods. While trademarks are comprised of words, names, symbols, etc..., trade dress is a product's packaging, shape and overall appearance. When the product's appearance is used to distinguish and identify the goods in commerce, it may be protectable trade dress.

'Updates' means those subsequent releases of the Software and Documentation which are generally made available to licensees of the Software which are similarly situated to End User, as part of Support Services at no additional charge, other than the fees for Support Services, media and handling charges. Updates shall not include any releases, enhancements, functionality or products which Déhora licenses separately or charges for separately from Support Services. The use of an Update may be subject to additional terms. Updates are delivered only if and when available.

'View' means any work or document created using a Déhora product, regardless of resulting file format.

Ownership of Site

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The Site is the property of Déhora Consultancy Group B.V. ("Déhora") and its licensors.

Agreement to Terms

By using the site, you agree to these terms of use; if you do not agree, do not use the site. Déhora reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Déhora grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

Intellectual property of Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Déhora, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without Déhora's express prior written consent.

You may use information on Déhora products and services (such as data sheets, knowledge base articles, and similar materials) purposely made available by Déhora for downloading from the Site, provided that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents.

Your use of the Site

Déhora invites you to use the website to familiarize yourself with the benefits of the Working Time Office Suite of Programs ("WTO") for Personnel Scheduling. Déhora encourages you to acquaint yourself with the use of the WTO under either the Personal Use License or the Business Trial Use License. After the satisfactory testing Déhora can supply the Full use License which gives access to all features of the WTO. For educational purposes an Academic License is available.

Unlawful or prohibited use of the Site

The Website may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums and/or other message or communication facilities designed to enable you to communicate with others (each a "Communication Service" and collectively "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services or the Website, you will not:

Use the Communication Services or the Website in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise).

Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, obscene as to minors, child pornography, racist, lewd, lascivious, filthy, excessively violent, harassing, indecent, unlawful, or otherwise objectionable content, name, material or information.

Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.

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Use any material or information, including images or photographs, which are made available through the Website in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.

Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.

Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.

Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.

Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.

Restrict or inhibit any other user from using and enjoying the Communication Services.

Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.

Harvest or otherwise collect information about others, including e-mail addresses.

Violate any applicable laws or regulations.

Create a false identity for the purpose of misleading others.

Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Communication Services or other user or usage information or any portion thereof.

Use any Déhora domain name as a pseudonymous return e-mail address for any communications that you transmit from another location or through another service.

Transmit unsolicited or bulk communications to any Déhora account holder or to any workingtimeoffice.com or affiliated e-mail address (regardless of whether you use the Website to transmit any such communication).

Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Website are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.

Use the Services in any manner that could damage, disable, overburden, or impair any Déhora server, or the network(s) connected to any Déhora server, or interfere with any other party's use and enjoyment of any Services.

Attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Déhora server or to any of the Services, through hacking, password mining or any other means.

Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

Use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site.

Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Déhora's systems or networks, or any systems or networks connected to the Site or to Déhora.

Use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

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Forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Déhora on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

Use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Déhora or others.

Send spam E-mail and Postings. You agree that Déhora would be irreparably harmed by the use, by you or others, of the Website or facilities in connection with the transmission of spam newsgroup postings or unsolicited e-mail in violation of these Terms of Use, and that Déhora is entitled to obtain injunctive relief against any such transmission (in addition to all other remedies available at law or in equity). Déhora reserves the right to block, filter or delete unsolicited e-mail.

Déhora reserves the right to bar unlawful or prohibited use of the Site by any measure it sees fit.

Terms of Purchases; Other Terms and Conditions

Additional terms and conditions may apply to purchases of goods or services and to access specific portions or features of the Site, including contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

Déhora's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

Déhora may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and Déhora makes no commitment to update the materials on the Site with respect to such products and services.

The following terms also govern and apply to your use of the Site, and they are incorporated herein by this reference:

- Déhora Copyright and Trademark Notice
- Déhora End User License Agreement
- Déhora Privacy Policy
- Déhora General terms of Trade

Each of these policies may be changed from time to time and are effective immediately upon posting such changes on the Site.

Accounts, Passwords and Security

If any of the services on the Website requires you to open an account (including setting up a Déhora ID and password), you must complete the registration process by providing us with true, current, complete and accurate information as prompted by the applicable registration form, and you will maintain and promptly update such information to keep it true, current, complete and accurate. You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Déhora immediately of any unauthorized use of your account or any other breach of security. Déhora will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Déhora or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder. You acknowledge and agree that certain services may provide password-restricted access to customer information such as names and certain terms of your contracts. By using this Website and registering for such services, you consent to Déhora's display of such information via the services and accept all risks of unauthorized access to such information. If you provide any information that is false, inaccurate, out of date, or

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incomplete, or Déhora has reasonable grounds to suspect that such information is false, inaccurate, not current, or incomplete, Déhora may suspend or terminate your account and refuse any and all current or future use of the services or any portion thereof. You are responsible for all costs and charges, including without limitation, phone charges and telecommunications equipment, that you incur in order to use the services.

You may not use anyone else's Déhora ID, password or account at any time without the express permission and consent of the holder of that Déhora ID, password or account. Déhora cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

A plain language note on this matter: any unauthorized use of your account data may, and will most likely, result in loss of valuable data, so it is in your best interest to maintain absolute control over your account-data.

Privacy

Déhora's Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. Please refer to Déhora's Privacy Policy, also available on this website. Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

Links to Other Sites and to the Déhora Sites

This Site may contain links to other independent third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under Déhora's control, and Déhora is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

Ads and Promotions

Déhora may run advertisements and promotions from third parties on the Website. The manner, mode and extent of advertising by Déhora is subject to change. Your correspondence or business dealings with, or participation in promotions of, advertisers other than Déhora found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. Déhora is not responsible or liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such non-Déhora advertisers on the Website.

Disclaimers

Suitability of information

Except as expressly provided otherwise, all information, software, documentation, materials, services and publication are provided "as-is" without warranty of any kind and Déhora hereby disclaims all warranties either expressed or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. In addition, except as expressly provided otherwise, Déhora disclaims any warranties of non-infringement, title, or quiet enjoyment. In no event shall Déhora and/or its respective suppliers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use of this website, use or performance of software, documents, materials, publications, provision of or failure to provide services, or information available from the website.

Defects

Except as expressly provided otherwise, you assume all risks concerning the suitability and accuracy of the information within the website, materials, publications and documents. The website, materials, publications and documents may contain technical inaccuracies or typographical errors.

Déhora assumes no responsibility for and disclaims all liability for any such inaccuracies, errors or omissions in the website, materials, publications and documents and in any other reference.

Déhora does not promise that the site or any content, service or feature of the site will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the site will provide specific results. The site and its content are delivered on an "as-is" and "as-available" basis.

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Changes

All information provided on the site is subject to change without notice.

Virus

Déhora cannot ensure that any files or other data you download from the site will be free of viruses or contamination or destructive features.

Warranties or guarantees

Déhora disclaims all warranties or guarantees, express or implied, including any warranties or guarantees of accuracy, non-infringement, merchantability and fitness for a particular purpose.

Liability and limitation of relief

Déhora disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the site and/or any Déhora services. You assume total responsibility for your use of the site and any linked sites. Your sole remedy against Déhora for dissatisfaction with the site or any content is to stop using the site or any such content.

Scope of disclaimers

The above disclaimers apply to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration or use, whether for breach of contract, tort, negligence or any other cause of action.

Reservations by Déhora

Déhora reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary, to perform routine or non-routine maintenance, error correction, or other changes.

Limitation of Liability

Except where prohibited by law, in no event will Déhora be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Déhora has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, Déhora is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, Déhora's liability shall in no event exceed the greater of (1) the total of any subscription or similar fees with respect to any service or feature of or on the Site paid in the six months prior to the date of the initial claim made against Déhora (but not including the purchase price for any Déhora software products or service), or (2) Euro € 100,00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Indemnity

You agree to indemnify and hold Déhora, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Déhora by any third party due to or arising out of or in connection with your use of the Site.

Violation of these Terms of Use

Déhora may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Déhora's rights or property, or the rights or property of visitors to or users of the Site, including Déhora's customers. Déhora reserves the right at all times to disclose any information that Déhora deems necessary to comply with any applicable law, regulation, legal process or governmental request. Déhora also may disclose your information when Déhora determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Déhora may preserve any transmittal or communication by you with Déhora through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Déhora determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of

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others, or (4) protect the rights, property or personal safety of Déhora, its employees, users of or visitors to the Site, and the public.

You agree that Déhora may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Déhora, for which monetary damages would be inadequate, and you consent to Déhora obtaining any injunctive or equitable relief that Déhora deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Déhora may have at law or in equity.

You agree that Déhora may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account termination), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Déhora does take any legal action against you as a result of your violation of these Terms of Use, Déhora will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Déhora. You agree that Déhora will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

Governing Law and Venue of Court; Dispute Resolution

The Netherlands law govern any action related to the Terms of Use

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of The Netherlands without regard to its conflict of laws provisions, without regard to the principles of choice of law.

Any legal action or proceeding relating to your access to, or use of, the Website or Content shall be instituted in the District Court of Amsterdam, The Netherlands. You and Déhora agree to submit to the jurisdiction of, and agree that venue is proper in, this Court in any such legal action or proceeding.

The parties specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods.

Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Déhora and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

Déhora controls and operates this Website from its headquarters in various locations in The Netherlands and makes no representation that this Website is appropriate or available for use in other locations. If you use this Website from other locations, you are responsible for compliance with applicable local laws including but not limited to the export and import regulations of other countries.

You acknowledge and agree that material on this Website is subject to The Netherlands Export Administration Laws and Regulations. Diversion of such material contrary to The Netherlands law is prohibited. You agree that none of the material on this Website, nor any direct product there from, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by The Netherlands Government. Proscribed countries are set forth in the U.N. Export Administration Regulations. Countries subject to U.N. embargo are: Cuba, Iran, Libya, North Korea, Syria, and Sudan. This list is subject to change without further notice from Déhora, and you must comply with the list as it exists in fact. You certify that you are not on Denied Persons List issued by the US Department of Commerce or affiliated with anybody who is on that list. You agree to comply strictly with all The Netherlands export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

The failure of Déhora to exercise or enforce any right or provision of the Terms of Use does not constitute a waiver of such right or provision. If a court of competent jurisdiction finds any provision of the Terms of Use to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. Regardless

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of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Use are for convenience only and have no legal or contractual effect.

Void where prohibited

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