

Terms of Service

Version 3.1, in force from 5 October 2026

OutLine Digital Agency (sole trader), Via Dalmazia 36, 76125 Trani (BT), Italy — VAT IT08978680729

The contract between your business and us: what Omega People includes and what it is not (it is not legal or payroll advice), how billing and renewal work, the 30-day money-back guarantee, and what happens to your data when it ends.

Legal references

Italian Civil Code (law governing the contract) · Directive 2000/31/EC on electronic commerce, as implemented in Italy · Directive 2011/7/EU on late payment in commercial transactions, as implemented in Italy · Regulation (EU) 2016/679 (GDPR), arts. 13 and 28

In short

Before you read the detail

Omega People is sold **to businesses only**. You contract with OutLine Digital Agency, a sole trader established in Italy; prices are in the **currency of your workspace's country**, the contract is governed by **Italian law** and disputes go to the courts of Trani, Italy. You can try the service free for 30 days without a card, cancel at any time, and get **a full refund within 30 days of your first payment**. Omega People is a tool for managing your staff: **it does not give legal, tax or payroll advice, and you remain the employer** (article 10).

1. The parties and the subject matter

The Provider is OutLine Digital Agency (sole trader), Via Dalmazia 36, 76125 Trani (BT), Italy — VAT IT08978680729, which provides the service under the brand Omega People. **The Customer** is the business that opens an account and subscribes to the service.

Omega People is human-resources software provided online (*software as a service*). It covers employee records and contracts, time and attendance (clock-in from the web, the mobile app or an on-site kiosk), shift planning, leave and absences, documents and e-signature, expenses and business trips, payroll preparation, recruiting with a careers page, onboarding, training, health and safety, performance reviews and surveys, a speak-up (whistleblowing) channel, announcements, and a self-service area and mobile app for employees. The modules actually available are those shown in the application.

The Customer accesses over the internet — from a browser or from the mobile app — a service that the Provider operates and updates, and does not receive a copy of the software that runs it. The Customer receives a **non-exclusive, non-transferable right of use limited to the term of the contract**.

Each Customer works in one or more **workspaces**, one for each company it manages. Each workspace has its own database, separate from those of every other customer and of the Customer's other workspaces.

2. Business customers only

Omega People is offered **exclusively to businesses, professionals and organisations** acting in the course of their trade, business or profession, for the management of their own staff. By registering, the Customer confirms that it is acting for business purposes and that the person registering is authorised to bind it and is at least 18 years old.

The service is not intended for consumers. The Provider may refuse or close accounts opened by consumers. Employees, candidates and other people whom the Customer invites or who use the Customer's public pages are users of the Customer, not parties to this contract.

3. How the contract is formed

The contract is formed when the Customer completes registration by ticking the boxes accepting these Terms and the key terms listed in article 24, and receives confirmation that the account has been opened. The Provider keeps a record of the acceptance — document, version, date and time, IP address — and provides a copy on request.

A **paid subscription** is concluded when the Customer, after accepting the Terms then in force again and specifically accepting the key terms in article 24, confirms the order on the payment page. Immediately afterwards the Provider sends to the account's email address a **subscription agreement as a PDF** — the parties, the order, the key terms, the record of the acceptances and the links to the full text of the documents in the version accepted — which serves as confirmation on a durable medium; the contract can also be downloaded at any time from the "Subscription" page of the application.

These Terms, together with the documents they refer to (Privacy Policy, Cookie Policy, Data Processing Agreement, Service Level Agreement, Acceptable Use Policy, Security Measures, Artificial Intelligence), form the entire agreement between the parties and supersede any prior understanding. The Customer's own purchasing terms do not apply, even if referred to in an order. Where personal data is concerned, the Data Processing Agreement prevails in case of conflict.

The parties agree to conclude this contract, and to exchange the notices it provides for, in electronic form. The acceptance recorded by the Provider — the boxes ticked and the order confirmed — has between the parties the same value as a handwritten signature.

4. Accounts and credentials

1. The Customer is responsible for keeping its own credentials, and those of the users it creates, confidential, and is responsible for the activity carried out with them.
2. The Customer must report without delay to amministrazione@outlinedigital.it any unauthorised access it becomes aware of.
3. The Customer may create users — administrators, managers and employees with self-service access — and give them roles and permissions. Keeping them up to date, and removing them when someone leaves, is the Customer's responsibility. This includes the links and codes the Customer hands out (kiosk links, clock-in codes, employee access links): whoever holds them can use them until the Customer revokes them.
4. The Provider does not store passwords in readable form and therefore cannot disclose them: a lost password must be reset.

5. Free trial

1. The free trial lasts **30 days, does not require a payment method to start** and is granted **once per Customer**: a further workspace of the same Customer starts without a trial — it can be set up, and is opened for use when its subscription is activated.
2. During the trial the Customer may activate the subscription by registering a payment method. In that case **nothing is charged until the trial ends**, and at the end of the trial the first fee for the chosen plan is **charged automatically**, without further confirmation. The date and amount of the first charge are shown before the order is confirmed and in the summary sent by email.
3. A Customer who has activated the subscription during the trial may cancel it from the "Subscription" page up to the day before the trial ends: in that case **nothing is charged**. The Provider sends a reminder of the date and amount of the first charge **7 days** before it or, if the subscription is activated later than that, as soon as it is activated.
4. If the subscription is not activated, **nothing is charged** when the trial ends and the workspace becomes read-only: data remains viewable and exportable for **30 days**, during which the Customer can still subscribe; after that, article 14.3 applies.
5. During the trial the service is provided "as is", without guaranteed service levels.

6. Fees, payment and invoicing

1. The fees are those of the price list published for Omega People at the time of activation, for the plan and billing period chosen by the Customer (monthly or yearly), and are summarised in the order the Customer confirms.
The fee is charged per company and depends on the number of its employees, not on the number of users: the price list has bands of up to 25, up to 75, up to 200 and up to 500 employees; above 500 employees the fee is agreed in a written quote. The Customer subscribes to the band that corresponds to the number of employees it manages in the service, and moves to the appropriate band when that number exceeds it. The service counts the employees who have not left (including hires in progress) and does not allow employees to be added, imported or re-hired beyond the band subscribed — multiplied by the number of companies on the subscription — until the Customer moves to a higher band; existing records are never removed or hidden. During the free trial the limit is 500 employees. A yearly subscription costs ten times the monthly fee. **Each additional company added to the same subscription is charged at half the fee of its band, except in the first band, where a fixed reduced fee applies.** The amounts are those published in the price list on the website and shown on the “Subscription” page before the order is confirmed. **Prices are in the currency of the country of the Customer’s workspace, as shown in the price list and in the order: pounds sterling (GBP), US dollars (USD), Canadian dollars (CAD), Australian dollars (AUD), New Zealand dollars (NZD) or Swiss francs (CHF).**
2. **Taxes.** Prices are exclusive of VAT, GST, HST, sales tax and any similar tax, and are shown as such in the price list and in the order. As the Provider is established in Italy and supplies business customers established outside the European Union, the supply is as a rule outside the scope of Italian VAT, and the invoice says so; the Customer is responsible for accounting for any tax due in its own country (for example under a reverse-charge or self-assessment mechanism). As evidence that it is a business, the Customer gives the Provider, when asked, its tax or business registration number — for example a UK VAT number, a Swiss UID, a Canadian GST/HST number, an Australian ABN, a New Zealand GST number or NZBN, or a US EIN. Where the law of the Customer’s country requires the Provider to charge a tax — for example because the Customer is not registered for that tax, or because of a state or provincial sales tax — the tax is added to the price and shown **before the order is confirmed.**
3. **Payment in advance and recurring charges.** Fees are paid in advance for each billing period. By activating the subscription, the Customer **authorises the Provider to charge automatically and on a recurring basis,** through the payment service provider Stripe Payments Europe, Limited, the registered payment method for: the fee for each period, including the fee for additional companies, any adjustment resulting from a change of plan or band, and any applicable taxes, until the contract ends. The Customer keeps its payment method up to date. Card details are processed only by Stripe and never pass through, nor are stored on, the Provider’s systems.
4. For each charge the Customer receives, through Stripe, an invoice or receipt that it can download from the “Subscription” page. The Provider also issues the tax invoice required by the rules that apply to it in Italy, and sends the Customer a copy on request. Both are based on the billing details provided by the Customer, which the Customer guarantees to be correct. Any currency-conversion or bank charges applied to the Customer by its own bank or card issuer are borne by the Customer.
5. If a charge fails, Stripe retries it over the following days and the service remains fully available for a **7-day** grace period after the due date; after that the workspace becomes read-only until payment is made. Unpaid amounts bear late-payment interest at the statutory rate for commercial transactions under the law governing this contract, without the need for a formal notice.
6. The Provider may change the fees **only with effect from a renewal, never during a period already paid,** by giving at least **60 days’** notice by email stating the new price and the date from which it applies. A Customer that does not accept the change may cancel under article 7.2 at any time before that date, or terminate without penalty within 30 days of the notice with effect from the date the new price would apply; in both cases the new price is never charged.
7. Non-payment for more than 30 days after the due date entitles the Provider to suspend the service under article 13.

7. Term, renewal, cancellation and termination

1. **Term and renewal.** The subscription runs for the chosen billing period — one month or one year — and **renews automatically** for periods of the same length, at the prices then applicable to the Customer, unless cancelled. For yearly subscriptions, the Provider sends the Customer an email reminder about 30 days before each renewal, stating the date and the amount.
2. **Cancellation by the Customer.** The Customer may cancel at any time from the “Subscription” page, without notice, without giving reasons and without penalty. Cancellation takes effect at the end of the period already paid, until which the service remains fully available; until then the Customer can withdraw the cancellation at no cost.
3. **Termination by the Provider.** The Provider may terminate the contract by giving at least **60 days’** written notice; in that case it refunds the part of the fee already paid that relates to the period after termination, and article 14 applies in full.
4. Except in the cases provided for in paragraphs 3 and 6 and in articles 8, 12.4, 13, 20, 21 and 27, cancellation and termination do not give a right to a refund of the fees for the current period, which remains available to the Customer until it ends.
5. The Customer may have a single workspace closed at any time, by asking the Provider at amministrazione@outlinedigital.it, while keeping the others active.
6. **Refund after a yearly renewal.** If a yearly subscription has renewed and the Customer cancels within **14 days** of the renewal charge, the Provider refunds that charge in full, on a request sent to amministrazione@outlinedigital.it within the same period; the subscription then ends on the date of the request.

8. 30-day money-back guarantee

1. **The guarantee.** In addition to any right it has by law, the Customer may withdraw from the contract **within 30 days of the first subscription charge**, without giving reasons and without penalty, and receive a **full refund** of what it has paid. This is a commercial guarantee offered by the Provider.
2. **How to use it.** Through the “Request a refund” command on the “Subscription” page, or by sending a clear statement to amministrazione@outlinedigital.it within the same period. The Provider confirms receipt and the refunded amount by email.
3. **Effects.** Withdrawal takes effect immediately: the subscription ends, nothing further is charged, and the refund is issued **within 14 days** to the payment method used for the charge; the time it takes to appear depends on the card issuer or bank. The workspace becomes read-only and data remains exportable for **30 days**, after which article 14.3 applies.
4. **Limits.** The guarantee is available **once per Customer**, even if the Customer opens several accounts or workspaces; it covers amounts charged in the 30 days following the first charge and not those charged later; it is not available to a Customer that has breached the Acceptable Use Policy (<https://people.omegasuiteapp.com/legal/acceptable-use>) or article 15 during that period, nor for amounts already refunded, disputed or charged back with the issuer of the payment method.

9. The Customer’s data remains the Customer’s

All content uploaded or created by the Customer in its workspaces — employee records, attendance and leave data, documents, payslips, expense claims, applications from candidates, messages, files — **remains the Customer’s exclusive property**. The Provider acquires no right in it other than the right, strictly necessary and limited to the term of the contract, to host, process and transmit it in order to provide the service.

The Provider **does not use the Customer’s content** for its own purposes, does not disclose it to third parties, does not analyse it for commercial purposes and does not use it to train artificial-intelligence systems.

The Customer warrants that it is entitled to process the data it enters — including data about its employees, candidates and other staff, and any health or other sensitive data it chooses to store — and is solely responsible for its lawfulness, accuracy and lawful origin.

10. Acceptable use, no professional advice, and the Customer as employer

1. The Customer agrees to use the service in accordance with the Acceptable Use Policy (<https://people.omegasuiteapp.com/legal/acceptable-use>), which forms part of the contract. In particular, it must not use the service for unlawful purposes, to monitor or track staff in ways the law does not allow, to send unsolicited communications, to circumvent the service's technical limits or to compromise the security of the infrastructure.
2. Content that the Customer makes available through its public pages (careers page, published websites, speak-up channel), integrations or links is its sole responsibility. The Provider does not monitor content in advance, but removes or disables access to it when it is notified that it is unlawful. Reports can be sent to amministrazione@outlinedigital.it, stating the exact address and the reason; the person reporting receives a reply on the outcome.
3. **A tool, not an adviser.** The Provider does not provide legal, tax, payroll, accounting or employment-law advice. Nothing in the service, its documentation, its templates, its automated calculations or the replies of the Provider's support is such advice, or replaces that of a qualified professional.
4. **Country rule packs are guidance.** To help the Customer set up its workspace, the service comes with "country rule packs": leave types, statutory entitlements, public holidays, working-time, overtime and notice rules, minimum-wage and other statutory figures, forms, deadlines and thresholds for the country of the workspace. They are **general guidance** prepared from public sources. They may be incomplete or out of date, and they do not take into account the collective agreement, award, industry or regional rules (state, provincial or cantonal law) or the individual contracts that apply to the Customer. **Statutory figures were last reviewed on 5 October 2026**; the date on which each country pack was last reviewed is shown in the application.
5. **The Customer verifies.** Before relying on them, the Customer must check every rule, figure, template and deadline against the law, the collective agreements or awards and the contracts that apply to it, and adjust the settings of its workspace accordingly. Balances, accruals, overtime, allowances and the other figures the service calculates follow from those settings and from the data the Customer enters.
6. **Payroll preparation is not payroll.** The service collects and exports the data that payroll needs (hours, absences, pay items, expenses) for the Customer's payroll software or provider, and stores the payslips the Customer uploads. It does not calculate tax or social-security contributions, does not produce statutory payslips and does not make any filing with any authority.
7. **The Customer remains the employer.** The Customer is and remains the employer of its staff and is solely responsible for: employment decisions (hiring, allocation of shifts, approval or refusal of leave, assessment, disciplinary measures, termination); pay, payroll, statutory filings and record-keeping; health and safety obligations; handling the reports it receives through the speak-up channel; and informing its employees, candidates and other individuals about the processing of their data (its own staff privacy notice), including informing or consulting employee representatives where the law requires it.
8. Subject to article 17.6, the Provider is not liable for loss arising from the Customer's reliance on country rule packs, templates or calculated figures that it has not verified, or from the employment decisions the Customer takes.
9. **E-signature.** The signature built into the service is a simple electronic signature: the employee confirms the document with one click, and the service records their name, the date and time, the IP address and the fingerprint of the file in a certificate attached to the document. It is not an advanced or qualified electronic signature; a signature of that kind is available only through an e-signature provider that the Customer connects with its own account. Electronic signatures are recognised by the laws of the countries where the service is offered, but some documents need a handwritten signature, a qualified signature, a witness, a prior consent to the electronic form or another formality. Whether a given document can validly be signed in this way, and with what evidential weight, is for the Customer to check: the Provider gives no warranty on that point.
10. **Workplace notices are the Customer's.** Before switching on location for clock-ins, time recording, the kiosk or any other feature that records what its staff do, the Customer gives them the notices, obtains the acknowledgements or consents and carries out the consultations that the law of its country, state, province or canton requires — for example a written notice given in advance, acknowledged by each employee or posted in the workplace, where the law on electronic monitoring or workplace surveillance asks for one. The templates

and country notes on the Employer notices (<https://people.omegasuiteapp.com/legal/employer-notices>) page and under **Settings -> Privacy and compliance** are general guidance within the meaning of paragraphs 3 to 5: adapting them, giving them and keeping proof that they were given is up to the Customer.

Check the figures before your first pay run

A statutory figure that was right when we reviewed it can change the following month, and your collective agreement or contracts may give your staff more than the legal minimum. Treat what the application proposes as a starting point: check it, correct it in the settings, and ask your adviser when in doubt.

11. Availability, maintenance and support

Service levels, maintenance windows and support response times are set out in the Service Level Agreement (<https://people.omegasuiteapp.com/legal/sla>).

The Provider may carry out scheduled maintenance with prior notice, and urgent work without notice where necessary to protect security or data integrity.

12. Changes to the service and to these documents

1. The service evolves continuously: the Provider may add, change or replace features, provided that this does not materially reduce the essential characteristics described when the Customer subscribed.
2. The withdrawal of an essential feature is announced at least **90 days** in advance; within 30 days of the announcement the Customer may terminate without penalty.
3. Changes to these documents are announced at least **30 days** in advance by email and prominently in the application. The notice sets out what changes and reminds the Customer of its right to terminate. A Customer that does not accept the changes may terminate within that period; continued use of the service after they take effect counts as acceptance. Changes required by law, or that only benefit the Customer, may take effect sooner. In the application, the account owner can review and accept the new versions; once they take effect, the owner is asked to accept them before continuing to use the workspace. The Customer's other users are not affected.
4. Where the Customer terminates under paragraph 2 or 3 because a change is to its detriment, the Provider refunds the part of the fee already paid that relates to the period after termination.

13. Suspension and termination for breach

The Provider may suspend the service, for no longer than necessary and with prior notice except in an emergency, where:

- the Customer is more than 30 days late in paying;
- use of the service puts at risk the security, integrity or availability of the infrastructure or of other customers' data;
- an order of a competent authority requires it;
- a serious breach of the Acceptable Use Policy is under way.

A suspension for a reason attributable to the Customer does not suspend the obligation to pay; no fees are due for a period of suspension that is not attributable to the Customer. If the Customer breaches article 6 (fees), article 10 (acceptable use) or article 15 (intellectual property) and does not remedy the breach within 15 days of a written notice, the Provider may terminate the contract with immediate effect by written notice.

The Customer has the same right: if the Provider materially breaches the contract and does not remedy the breach within 15 days of a written notice, the Customer may terminate with immediate effect by written notice, and the Provider refunds the part of the fee already paid that relates to the period after termination.

14. What happens to your data when the contract ends

This is the clause to read first, because it describes the only moment when the software that holds your personnel records can really hurt you.

1. The Customer can export its data **at any time, on its own**, in open, machine-readable formats, without having to ask and at no cost.
2. After the contract ends, for whatever reason, the data remains available for export for **30 days**. During this period the workspace can be accessed in read-only mode. The Provider tells the owner of the workspace by email, and in the application, when the read-only period starts and again **7 days before deletion**, stating the date of deletion.
3. Once the 30 days have passed, the workspace database and attached files are **irreversibly deleted** without undue delay, and in any case within the following 30 days; copies in backups cease to exist as the backup rotation described in the Service Level Agreement (<https://people.omegasuiteapp.com/legal/sla>) runs its course, at the latest about three months after the deletion.
4. On written request, the Provider confirms in writing that deletion has taken place.
5. Beyond that period the Provider keeps only what the law requires it to keep — in particular tax and accounting records and the records of contractual acceptances — and nothing else.
6. Employment and payroll records often have to be kept by the employer for years after the employment ends. That obligation is the Customer's: the Provider is not the Customer's archive after the contract ends, and the Customer must export what it is required to keep.

Export before you close

Thirty days is a window, not an archive. If you are closing a workspace, export the data you need first — personnel files, timesheets, payslips, signed documents: after deletion there is no way to recover it, not even for us.

15. Intellectual property

The software, its architecture, interface, documentation, templates, country rule packs, trademarks and website content are and remain the property of the Provider or its licensors. Nothing in this contract transfers to the Customer any right other than those expressly granted.

The Customer may not decompile, disassemble or attempt to derive the source code, except to the extent that mandatory law allows it, nor resell, sublicense or make the service available to third parties other than its own users.

The Provider warrants that it holds the rights needed to provide the service. If a third party claims that the service infringes its intellectual-property rights, the Provider will, at its choice, obtain the right for the Customer to keep using the service, change the service so that it no longer infringes, or terminate the contract and refund the part of the fee already paid that relates to the period after termination; it is liable to the Customer for the consequences of such a claim within the limits of article 17.

16. Confidentiality

Each party undertakes not to disclose the other party's confidential information that it learns, to protect it with the care it uses for its own, and to use it only to perform the contract. The obligation lasts for the term of the contract and for **five years** after it ends, and does not apply to information that has become public through no fault of the receiving party or whose disclosure is required by law.

17. Warranties and limitation of liability

1. The Provider undertakes to provide the service with the professional care required by the nature of the activity and in accordance with the Service Level Agreement.
2. The Provider **does not warrant** that the service will be error-free or uninterrupted, and is not liable for malfunctions caused by the internet, by the Customer's devices, by third-party services connected by the Customer, or by use that does not comply with the contract.
3. **Omega People is not an adviser.** Country rule packs, templates, calculations, automations, reports and the output of AI features are tools, not professional advice, as set out in article 10. Making sure that its business complies with the employment, tax, social-security, health-and-safety and data-protection rules that apply to it

remains the Customer's responsibility.

4. **Each party's** total liability to the other in each contract year is limited to the fees paid or payable by the Customer in the **twelve months** before the event giving rise to the claim or, if higher, to **EUR 1,000**. This limit does not apply to the Customer's obligation to pay the fees, nor to its obligations under article 18. The minimum also applies when the Customer enjoys a promotional price: a cap equal to what was paid would otherwise be almost zero, and a limit that removes liability is not a limit but an exclusion.
5. Neither party is liable to the other for indirect or consequential loss, loss of profit, loss of business opportunity or damage to reputation.
6. The limitations in paragraphs 4 and 5 **do not apply** in cases of wilful misconduct or gross negligence, personal injury, breach of the obligations on the protection of personal data, or any other case in which liability cannot be limited by law.
7. Nothing in these Terms excludes or limits rights that the law of the Customer's country gives to businesses and that cannot be excluded by contract. Article 26 sets out the main ones.

18. Indemnity

1. The Customer shall indemnify the Provider against third-party claims arising from content the Customer has entered or published, from use of the service in breach of these Terms or of applicable law, from processing of personal data carried out without a valid legal basis, and from claims by the Customer's employees, former employees, candidates or other staff relating to their employment or to the Customer's decisions and obligations as an employer.
2. The indemnity does not cover a claim to the extent that it is caused by the Provider's own breach of the contract or of the law.
3. The Provider tells the Customer promptly about any such claim, lets the Customer take part in the defence, does not settle the claim without the Customer's consent (which may not be unreasonably withheld) and takes reasonable steps to limit the loss.

19. Protection of personal data

For account, billing and payment data the Provider acts as **controller**, as described in the Privacy Policy (<https://people.omegasuiteapp.com/legal/privacy>). Payment-method data is processed by Stripe Payments Europe, Limited, which acts as an independent controller for its anti-money-laundering and anti-fraud obligations.

For the personal data of employees, former employees, candidates and other individuals contained in the Customer's workspaces, **the Customer is the controller** and the Provider acts as **processor** (or *service provider*, depending on the applicable law). This is governed by the Data Processing Agreement (<https://people.omegasuiteapp.com/legal/dpa>), which the Customer accepts when it opens its first workspace. Requests from those individuals about their data are for the Customer to answer.

20. Force majeure

Neither party is liable for failure to perform caused by events beyond its reasonable control that could not reasonably have been foreseen — orders of authorities, prolonged power or connectivity outages, natural disasters, conflicts, large-scale cyber-attacks on network infrastructure. The affected party gives notice without delay; if the impediment lasts more than 60 days, the other party may terminate without charge.

21. Assignment

The Customer may not assign the contract without the Provider's written consent, which will not be unreasonably withheld where the contract passes to the successor of the Customer's business. The Provider may assign it as part of a transfer of its business, by giving notice to the Customer, which may then terminate within 30 days and receive a refund of the part of the fee already paid that relates to the period after termination.

22. Notices

Notices to the Provider are sent to **amministrazione@outlinedigital.it**. Notices to the Customer are sent to the account's email address and, where relevant to the use of the service, shown prominently in the application. The

Customer is responsible for keeping its address up to date.

23. Governing law and jurisdiction

1. This contract, and any non-contractual obligation arising from or in connection with it, is governed by **the law of Italy**. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
2. **The courts of Trani, Italy, have exclusive jurisdiction** over any dispute arising from or in connection with this contract, including disputes about its formation, validity or termination. The parties expressly agree to this choice of court and waive any other jurisdiction that might otherwise be competent.
3. This choice of law does not deprive either party of the protection of rules that, under the law of its own country, cannot be derogated from by contract.
4. Before starting proceedings, a party that has a complaint sends it to the other in writing, and the parties try in good faith to settle it within 30 days, by video call where useful. This does not prevent either party from applying to a court for urgent measures.

24. Key terms that you accept specifically

With the second checkbox shown at registration, and again when the subscription is activated, the Customer specifically and separately accepts the following clauses:

- **Art. 5.2** — automatic first charge at the end of the trial, if the subscription was activated during the trial.
- **Art. 6.3** — authorisation of automatic, recurring charges to the registered payment method.
- **Art. 6.6** — price changes on notice.
- **Art. 7.1** — automatic renewal at the end of each billing period.
- **Art. 7.3** — the Provider's right to terminate on notice.
- **Art. 8.4** — conditions and limits of the 30-day money-back guarantee.
- **Art. 10.3–10.10** — no legal, tax or payroll advice; country rules and notice templates are guidance to be verified by the Customer, who remains the employer; no warranty on the legal validity of e-signatures; workplace notices are for the Customer to give.
- **Art. 12** — changes to the service and to the contractual documents.
- **Art. 13** — suspension of the service and termination for breach.
- **Art. 14.3** — irreversible deletion of data once the 30-day export window that follows the end of the contract has passed.
- **Art. 17.2–17.5** — disclaimers and limitation of liability.
- **Art. 18** — indemnity by the Customer.
- **Art. 20** — force majeure.
- **Art. 21** — assignment of the contract by the Provider.
- **Art. 23** — Italian governing law and exclusive jurisdiction of the courts of Trani, Italy.
- **Art. 26** — country-specific terms, including the exclusion of implied warranties and of the New Zealand Consumer Guarantees Act where the law allows it.
- **Art. 27** — export controls and sanctions: suspension or termination where the law requires it.

Why two boxes and not one

These are the clauses that weigh most on you: they are listed separately so that it is clear you have seen them, instead of being lost in a single "I accept everything". The second box protects you as much as it protects us.

25. General provisions

1. If a clause is found to be invalid or unenforceable, the rest of the contract remains in force, and the clause is replaced by a valid one that comes as close as possible to its purpose.

2. Failure to enforce a right is not a waiver of it.
3. These documents are published in English, German and French with equivalent content. In case of discrepancy between the language versions, the English version prevails, except as provided in article 26 for Customers established in Québec.
4. The provisions that by their nature are meant to outlast the contract — in particular articles 9, 14 to 19, 23, 26 and 27 — remain in force after it ends.
5. The parties are independent contractors. Except as stated in article 28, the contract gives no rights to third parties.

26. Country-specific terms

This article applies only where, and to the extent that, the law of the country in which the Customer is established applies to the contract in spite of article 23, as law that cannot be set aside by agreement. It does not extend the reach of that law.

1. **Australia.** If the Customer acquires the service as a “consumer” within the meaning of the Australian Consumer Law — which can include a business, depending on the price and the nature of what is supplied — the service comes with guarantees that cannot be excluded, including that it is provided with due care and skill. Nothing in these Terms excludes, restricts or modifies those guarantees or any other right under the Competition and Consumer Act 2010 that cannot lawfully be excluded. Where the law allows the Provider to limit its liability for failing to comply with such a guarantee, that liability is limited, at the Provider's choice, to supplying the service again or paying the cost of having it supplied again.
2. **New Zealand.** The Customer acquires the service in trade. To the extent that section 43 of the Consumer Guarantees Act 1993 allows, the parties agree that that Act does not apply to the service. Nothing in these Terms limits a right under the Fair Trading Act 1986 that cannot be excluded.
3. **United Kingdom.** Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under the law of the United Kingdom.
4. **United States. To the fullest extent permitted by law, and except as expressly stated in these Terms and in the Service Level Agreement, the service is provided “as is” and “as available”, and the Provider disclaims all implied warranties, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement.** The Customer confirms that it does not acquire the service for personal, family or household purposes.
5. **Canada, including Québec.** The French version of these Terms and of the documents they refer to is published at the same addresses and was available to the Customer before it accepted them. **For a Customer established in Québec the French version prevails over the English version**, notwithstanding article 25.3, unless the Customer has expressly asked the Provider in writing to be bound by the English version only.
6. **Switzerland.** Nothing in these Terms excludes or limits liability for unlawful intent or gross negligence, where article 100 of the Swiss Code of Obligations applies.

27. Export controls and sanctions

1. The service, the software that runs it and the mobile apps may be subject to the export-control and sanctions laws of the European Union and Italy and, depending on where they are used, of the United Kingdom, Switzerland, the United States and other countries.
2. The Customer confirms that neither it nor its users are established or ordinarily resident in a country or territory under a comprehensive embargo, that they are not named on a sanctions or restricted-party list of the United Nations, the European Union, the United Kingdom, Switzerland or the United States, and that they are not owned or controlled by anyone who is. The Customer will not use the service, or let it be used, in breach of those laws or for an end use they prohibit.
3. If keeping the contract in force would make the Provider breach those laws, the Provider may suspend the service or terminate the contract with immediate effect. Where the law allows it, the Provider refunds the part of the fee already paid that relates to the period after termination.

28. Mobile apps

1. **An accessory to the service.** The Provider makes the Omega People apps for iOS and Android available free of charge, as another way of reaching the service. They can be used only with an account of a Customer; nothing can be bought in the apps, and the subscription is managed on the web. The Customer's users may install the apps on devices they own or control; these Terms apply to what they do with them.
2. **Licence of the app.** The copy of the app obtained from the Apple App Store is licensed to the user under Apple's standard Licensed Application End User License Agreement, and the copy obtained from Google Play under the Google Play Terms of Service; the licence is non-transferable and limited to the term of the contract. These Terms, not those agreements, govern the service the apps give access to.
3. **The store operators.** Apple Inc. and Google LLC are not parties to this contract. The Provider alone — and not the store operator — is responsible for the apps and their content, for maintenance and support, and for any claim relating to the apps, including product-liability claims, claims that an app does not comply with a legal requirement and claims that it infringes a third party's intellectual-property rights, in each case within the limits of these Terms. If an app obtained from the Apple App Store fails to conform to a warranty that applies to it, the user may tell Apple, which will refund any price paid for the app (the apps are free); to the fullest extent permitted by law, Apple has no other warranty obligation in respect of the app.
4. **Third-party beneficiary.** Apple and its subsidiaries are third-party beneficiaries of this article 28 as far as the iOS app is concerned, and may enforce it against the Customer and its users.
5. **Device permissions.** The apps ask for a permission only when a feature needs it — the camera and the photos or files the user chooses to attach, and the position of the device at the moment of clocking in or out, if the Customer has switched on location for clock-ins; each can be refused or withdrawn in the device settings. What the apps collect is described in the Privacy Policy (<https://people.omegasuiteapp.com/legal/privacy>).
6. **Other agreements.** When using the apps, users must comply with the terms of the third parties whose services they rely on, such as their mobile network operator.

The current full text is always available at <https://people.omegasuiteapp.com/legal/terms?lang=en>. For any question: amministrazione@outlinedigital.it.