

Your Time Service Terms

PRICING

Varies depending on the Assistant level, scope of work, visit length, and location.

MILEAGE

You will be charged 65 cents per mile for errands. This charge will appear on your invoice every two weeks. This fee is subject to change. To avoid the 10% reimbursement convenience fee, you can ask your assistant to submit mileage to you for direct reimbursement.

TRAVEL FEES

Depending on your location, length of visit, and assistant level, you will be charged travel for your assistant. If price is a concern, ask for rates.

MINIMUMS

2-hour min for tasks requiring travel. Regularly scheduled assistants may waive this minimum if it is on their way!

CANCELLATION POLICY & REQUEST TO CHANGE YOUR REGULARLY SCHEDULED ASSISTANT'S TIME

In the event of cancellation, Clients will be charged the task-set-up fee and any additional time preparing for the task (communications, route planning, assignment time, assigned assistant time reviewing, etc.). If given under 72 hours' notice, Clients will also be charged for the scheduled time unless we can match the Assistant to another request to fill the time.

RATE INCREASES

We adjust our rates for inflation every year. Assistants may qualify for higher pay levels depending on their skills, dependability, etc. We will give you notice and an option to continue with your assistant at a higher hourly level, or you can request to transition to a lower-level assistant.

REQUESTS

For clarity, we ask that all new service requests and task lists be put in writing to support@yourtimecharleston.com or text 843-870-0777

PAYMENTS

Your checking account or credit card will be automatically charged every two weeks for services rendered, purchases* made on your behalf, and other fees/charges. You must notify us immediately if you notice any irregularities on your invoice. We automatically charge your account 7-14 business days after invoicing. There is no credit card convenience fee for service hours payment. Certain purchases may require an upfront payment. If

applicable, you will be notified in advance. If Your Time cannot process your payment, the card is declined, or the payment is returned, there will be a \$35 fee.

PURCHASE REIMBURSEMENT

Vendor charges, merchandise, shipping, products, parking, services, mileage, or any other expense incurred on your behalf are not included in the hourly rates/packages and will be billed separately. If you cannot provide an Assistant with a credit card or cash for purchases, or if you would like us to take care of payment with a Company card, we will need to have your credit card on file or a voided check and ACH form. There is a 10% convenience fee. You will be invoiced and charged every two weeks. We must be notified of any incorrect charges within 10 business days. We charge your card 7-14 business days after being invoiced,

You are responsible for reviewing invoices, receipts, credit card activity, and reconciliation. If your assistant uses your credit card, we recommend getting notifications on purchases and checking receipts when you get home. Your Time is not responsible for unauthorized purchases. We recommend using a credit card rather than a bank card.

TIME CALCULATION POLICY

Time is billed in 5-minute increments with a 15-minute minimum on one-off tasks.

Billable hours are any hours spent working on your project, including, but not limited to, time spent communicating, gathering/updating/tracking/organizing tasks and preferences, performing tasks, including drive time for errands, texts, emails, following up, scheduling, etc.

We understand that time spent talking/listening/brainstorming/processing and time at social gatherings is often part of the job, so to prevent confusion, all time with assistants is billable.

SEVERE WEATHER

If conditions are unsafe, your Assistant will not attempt to travel. During Mandatory Evacuations, we cannot provide service.

MEALS/BREAKS

If your assistant works 6+ hours, they will get a paid 30-minute lunch break.

If your assistant does more physically challenging work (Lead/Assistant Organizing), they can take a 5-10 minute paid resting time every 2 hours. We have found that this improves productivity. They often use this time to hydrate, stretch, plan, update tasks, make calls, etc.

If your assistant must take a break for personal/business reasons, you will not be charged for their time.

OUR INSURANCE

We carry:

General, Commercial, and Professional Liability - \$1 Million

Dishonesty Bond \$25,000.00

Pet Sitting - \$1 Million

We cover property in transit up to \$500.00

Moving/Packing Insurance - You may want to add extra coverage. See below

For Packing/Unpacking tasks: Our insurance only covers our Standard Valuation of \$0.60 per pound per article, which is NOT ENOUGH. Like most packing companies, we highly recommend purchasing extra insurance for full-value replacement valuation for high-value inventory or checking with your homeowner's policy to see if it may be included or added. Or use a company like MovingInsurance.Com (888)893-8835 or www.movinginsurance.com, which is one option.

Workers' compensation insurance also covers our Assistants. However, if they are injured due to your negligent, reckless, or intentional misconduct, or while performing an unapproved task, you assume the risk and are liable for the injury/injuries.

You are responsible for delegating effectively, ensuring that your assistant/organizer understands the task, and overseeing their progress. Your Time is not liable for tasks outside the standard checklists (herein, "Scope of Work").

Assistants are not insured to provide transportation, childcare, accounting, bookkeeping, legal or business advice, handyperson service, landscaping, or other services deemed outside the normal scope of a Personal or Family Assistant. Your Assistant can't climb a ladder, handle unsanitary or dangerous materials, or make repairs. This list is illustrative and not exhaustive. If in doubt, please ask.

We do not cover property that is held overnight. If you give your Assistant something to deliver the next day, Your Time is not responsible for damages or loss.

If you choose to request that an assistant provide any of the above-described services or any other services outside the Scope of Work, you hereby expressly release, discharge, hold harmless, and indemnify Your Time and the Assistant from any liability whatsoever related to such services, and you are liable for any resulting injury/injuries. You shall file a claim for the injury/injuries with your homeowners' or business insurance.

If you have any questions or doubts about what services are within the normal scope of a Personal Assistant or the Scope of Work specific to you, please email support@yourtimecharleston.com. Any companies/vendors/service providers recommended by Your Time or the Assistant are not our agents or representatives and are liable for their own acts and omissions.

_____ (initials) I understand people are human, make mistakes, and that there is an inherent risk in delegating. I take responsibility for delegating effectively, ensuring that my assistant understands the task at hand, overseeing progress, and reporting any issues immediately. Your Time is not responsible for any losses due to error or oversight.

I further understand that Your Time is not liable for tasks outside of our standard checklists (“Scope of Work”) or any other tasks outside the normal scope of a Personal Assistant. I release, discharge, hold harmless, and indemnify Your Time and the Assistant for any injury/injuries or damages resulting from such tasks.

AUTOMOBILE POLICY

If you request that an assistant drive your automobile, Your Time, LLC, and the Assistant will be released, discharged, held harmless, and indemnified from any liability related to these vehicle-related activities and tasks. That means the liability will fall on you. There is a good chance your assistant has minimal insurance coverage, so for your protection, you will want to call your agent to have them added as an insured driver and ensure that medical payments are included. Some of our part-time Assistants may not have health insurance so make sure you are covered. Your Time does not check driving records. If you would like this done, please notify us in writing. Additional fees may apply.

_____ (initials) I understand, acknowledge, and agree to the Automobile Policy. I agree that if I ask my Assistant to drive my automobile, I have confirmed that my automobile insurance will cover any damages/injury, regardless of who is at fault. I hereby discharge, release, hold harmless, and indemnify Your Time and my Assistant, regardless of who is at fault.

BILL PAY AND FINANCIAL DATA

You must check all credit card statements, receipts, and invoices to ensure all charges are approved. Your Time dishonesty policy is not responsible for unapproved purchases or charges over 14 days old. You must not leave signed blank checks. Do not give Assistants passwords to sensitive financial information. If you need bill pay or bookkeeping assistance, we can match you with one of our partners. If you give your Assistant access to signed blank checks, any passwords, or your financial or bill pay Information, you waive, release, discharge, hold harmless, and indemnify Your Time from all liability for any resulting injuries, losses, or damages. We have a dishonesty bond of up to \$25,000.00. If your unique circumstances involve Assistants handling or having access to sums of money larger than \$25,000, contact your insurance agent for your options.

PROTECTING VALUABLES

With various people in your home/office, we recommend that you keep a lockbox for valuables and controlled substances for which only you have a key. It is the Client's responsibility to secure checkbooks, credit cards, cash, bank statements, passwords, and other valuables. We complete background checks through Findoutthetruth.com and do thorough reference checks on all of our Assistants. To the extent that you believe your Scope of Work warrants or requires additional checks or investigation, we can arrange more in-depth onsite investigation, background reports, drug testing, driving reports, etc. at an additional fee. We are bonded up to \$25,000.00. If your unique circumstances involve Assistants handling or having access to sums of money larger than \$25,000, contact us, and we can help you arrange for additional bonding.

PETS

We are not trained to deal with animals with behavioral issues. If your animal causes any damage to any person or property, you are held 100% liable. You are responsible for informing your Assistant of any behavior/aggression

issues in advance of services being provided. You should ensure that your homeowners' insurance has pet coverage in place or ask us about getting additional coverage. We have a person for that!

FINDERS FEE

We love our Employees and know you will too! We take extraordinary time and effort to find and train reliable, efficient, trustworthy, and friendly people. Our people are our product, and paying them on the side is stealing.

Therefore, Your Time Employees and Independent Contractors are not available for hire or contract, directly or indirectly, without the express written consent of Your Time, LLC, during their employment, contract period, and for a period of two (2) years thereafter.

If you, your company, family member, or your associates want to hire a Your Time Employee or Independent Contractor directly, contact us to learn about our 'contract to hire' process and pay a finder's fees.

NON-SOLICITATION

The Client shall not:

- Hire, solicit, refer, or induce any employee or independent contractor of Your Time to leave his or her employment or engagement without paying a finders fee and getting express written permission. This is effective during the employment or contract period and for a period of two years thereafter. This includes people known to the Client, such as their company, family, friends, associates, etc.
- Use or disclose any Confidential or Proprietary Information of Your Time for any purpose other than the performance of this Agreement.

This includes but is not limited to paying them or bartering with them on the side for odd jobs, pet sitting, babysitting, and/or hiring them for yourself or your company.

If an Employee or Independent Contractor offers to work for you on the side, contact us immediately. This is a breach of our policy and displays questionable integrity.

If this policy is breached, and you pay an assistant for any work on the side or solicit them to leave employment, a \$5,000 - \$25,000 finder's fee will be charged, legal fees, in addition to any other remedies available to Your Time at law or in equity.

_____ (initials) I understand, acknowledge, and agree that I must not hire any Your Time Employees/Independent Contractors without paying the finders fee. I understand that doing so is stealing Your Time's most valuable asset. I also understand that my business, family members, and associates must go through Your Time to work with our Assistants.

CONFIDENTIALITY

Your privacy matters to us. Your personal and business information will be respected and kept confidential by Your Time, LLC. All Assistants have signed a confidentiality and non-disclosure agreement with Your Time, LLC, and it

extends to our Clients. The Assistant agrees, during the Term and thereafter, to hold in strictest confidence and not to use or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any Confidential Information of the Company or the Company's Clients. "Confidential Information" means any of the Company's or Company's Clients or Vendors' proprietary information, personal information, vendor details, details of task requests, financial information, technical data, trade secrets, or know-how, including, but not limited to, business details, training guides or resources, vendor lists or details, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Assistant by the Company, Client, or Vendor, either directly or indirectly. The Assistant may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with Company personnel or authorized representatives or for any other purpose the Company or Company's Clients may hereafter authorize in writing. However, notwithstanding the above, Your Time, LLC shall not be held responsible for any breach of confidentiality by an Assistant. Client waives, releases, and discharges any right to sue Your Time, LLC, relating to any breach of confidentiality or non-disclosure by an Assistant.

THIRD-PARTY VENDORS

Your Time works with third-party vendors to fulfill Client requests. The Client acknowledges and agrees that Your Time is not responsible for the performance or non-performance of any third-party vendors engaged by the Client's request. Client shall hold Your Time harmless and indemnify Your Time against any and all losses, damages, liabilities, costs, and expenses arising out of the work performed by such third-party vendors.

SEVERABILITY

If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

NON-DISPARAGEMENT

Each Party agrees that it shall not disparage the other Party to third parties, or cause or encourage others to disparage such other Party, in any manner likely to be harmful to such other Party, its personal or business reputation, or the personal or business reputation of its affiliates, officers, members, directors, shareholders and/or Assistant during the Contract Period and for a period of five (5) years thereafter. Notwithstanding the prohibition in the preceding sentence, each Party shall respond to any question, inquiry, or request for information as required by law.

Each Party agrees that the provisions of this Agreement specifically apply to use of the Internet and any social media or business websites including, but not limited to, Facebook, MySpace, Twitter, Google (or any affiliated site), LinkedIn and Yelp, and to any publicly or otherwise disseminated material, including blogs or blog posts and business reviews and comments.

ENFORCEMENT OF COVENANTS

If Client breaches or threatens to breach the terms, conditions, covenants, and restrictions of Service Terms, Company shall be entitled to a preliminary restraining order and an injunction restraining Client from violating its provisions. Nothing in this Agreement shall be construed to prohibit Company from pursuing any other available remedies for such breach or threatened breach, including the recovery of damages.

INDEMNIFICATION

Client agrees to indemnify, hold harmless and defend the Company its members, managers, shareholders, directors, officers, Employees/Contractors, and agents from and against any action, claim, demand, loss, damage, liability, or expenses, including reasonable attorney's fees and costs, arising from or related to (i) Client's breach of any provision of its Agreement with Company; or (ii) any gross negligence or willful misconduct of Client; or (iii) Client's violation of any applicable federal or state laws relating to the services provided hereunder. The Client agrees that the Company shall have the right to participate in the defense of any such claim through counsel of its own choosing. The Client shall follow all state and federal laws regarding discrimination. If laws are violated, Client will accept personal liability.

GOVERNING LAW AND VENUE

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of South Carolina. The parties hereto further agree that the location and jurisdiction for any dispute arising under this Agreement shall be proper only in any federal or state court located only in Charleston County, South Carolina.

AGREE TO SERVICE TERMS

By clicking the "I Agree" button below, you acknowledge that you have read and understood this agreement and agree to be bound by its terms and conditions. You further acknowledge that clicking the "I Agree" button constitutes a legally binding electronic signature with the same legal effect as a physical signature and initials.