

Terms of Service

Effective Date: March 21, 2026 | Last Updated: March 21, 2026

These Terms of Service ("Terms") govern your access to and use of the Zimna ERP platform, including the web application at zimna.app and the Zimna mobile application (the "Service"), operated by Zimna Inc. ("Zimna," "we," "us," or "our"). By accessing or using the Service, you agree to be bound by these Terms.

1. Definitions

- **"Tenant"** means the company or organization that has subscribed to the Service and created a workspace.
- **"Administrator"** means a user with CEO, Admin, or SuperAdmin role who manages the Tenant's workspace.
- **"User"** means any individual granted access to the Service by a Tenant, including employees, supervisors, and administrators.
- **"Content"** means all data, text, files, documents, images, and other materials uploaded to or generated within the Service.

2. Account & Access

2.1 Account Creation

Accounts are created by Tenant Administrators. Users receive login credentials (full name and PIN) from their employer. You are responsible for maintaining the confidentiality of your credentials.

2.2 Authorized Use

You may only access the Service if authorized by a Tenant Administrator. You must not:

- Share your login credentials with anyone.
- Attempt to access data or features beyond your authorized role.
- Use the Service for any unlawful purpose.
- Reverse-engineer, decompile, or disassemble the Service.
- Introduce malicious code, viruses, or harmful content.
- Use automated scripts, bots, or scraping tools against the Service.

2.3 Account Termination

Your employer may deactivate your account at any time. Upon termination, your access will be revoked immediately.

3. Service Description

Zimna is an operations management platform for project-driven industrial companies. The Service includes: project and job management, workforce and HR management, time tracking and timeclock, payroll processing, financial management (invoices, bills, general ledger), procurement and inventory management, document management, safety management, team communication (chat), and

notifications.

4. Data Ownership

4.1 Tenant Data

All Content uploaded by a Tenant and its Users remains the property of the Tenant. Zimna does not claim ownership of Tenant data.

4.2 License to Zimna

By uploading Content, the Tenant grants Zimna a limited, non-exclusive license to store, process, and display the Content solely to provide the Service.

4.3 Aggregated Data

We may collect and use anonymized, aggregated data that does not identify any individual for analytics and service improvement.

5. Financial Features

5.1 Payroll

Zimna provides tools to facilitate payroll processing. The Tenant is solely responsible for the accuracy of payroll data, tax withholdings, and compliance with labor and tax laws. Zimna is not a payroll provider, tax advisor, or accounting firm.

5.2 Invoicing & Billing

Financial features are management tools. The Tenant is responsible for ensuring financial records comply with applicable accounting standards.

5.3 No Financial Advice

Nothing in the Service constitutes financial, tax, legal, or accounting advice. Tenants should consult qualified professionals.

6. Location Services

The mobile application may request access to your device's location for the timeclock feature. Location data is collected only at the moment of clock-in and clock-out actions. You may disable location services in your device settings, but this may prevent use of certain features.

7. Push Notifications

The Service may send push notifications for shift reminders, schedule changes, safety alerts, payroll updates, and team messages. You can manage notification preferences within the app or device settings.

8. Availability & Support

We strive to maintain high availability but do not guarantee uninterrupted access. The Service may be temporarily unavailable due to maintenance or circumstances beyond our control.

Support is provided to Tenant Administrators via support@zimna.app. Individual Users should contact

their Tenant Administrator.

9. Subscription & Payment

The Service is provided on a subscription basis. Subscription terms, pricing, and payment schedules are governed by the separate Service Agreement between Zimna and the Tenant.

10. Intellectual Property

The Service, including its design, code, features, documentation, trademarks, and logos, is the intellectual property of Zimna Inc. Users are granted a limited, non-exclusive, non-transferable license to use the Service for its intended purpose.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW: THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. ZIMNA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. ZIMNA'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY THE TENANT IN THE 12 MONTHS PRECEDING THE CLAIM. ZIMNA IS NOT RESPONSIBLE FOR THE ACCURACY OF PAYROLL CALCULATIONS, TAX FILINGS, OR FINANCIAL REPORTS.

12. Indemnification

The Tenant agrees to indemnify and hold Zimna harmless from any claims, damages, or expenses arising from: (a) misuse of the Service; (b) inaccurate payroll or financial data; (c) violation of applicable laws; or (d) breach of these Terms.

13. Termination

Upon termination: all User access will be revoked; the Tenant may request data export within 30 days; data will be permanently deleted within 90 days except where retention is required by law.

14. Governing Law

These Terms are governed by the laws of the State of [State], United States, without regard to conflict of law principles.

15. Changes to Terms

We may update these Terms from time to time. Material changes will be communicated through the Service or via email. Continued use constitutes acceptance.

16. Contact

Email: legal@zimna.app

Support: support@zimna.app

Website: zimna.app