

Beesy.me Terms of Service

Last modification: May 25, 2018

Welcome to Beesy.me! We invite you to access our web sites, use the Beesy.me Service, but note that your invitation is subject to your review and agreement with these Terms of Service. This document describes in detail your rights and our rights relating to the provision of the Service and the operation of the Beesy.me service.

Those conditions in English are a translation of our French “Conditions d’utilisation du service Beesy.me”. They should reflect the same rights and meaning and are provided as a facility for you to understand under which terms you are contracting with us. Should there be any difference or interpretation issue, the French contract will remain the unique and sole document valid under the French law.

Definition of Terms of Service

The Terms of Service constitutes a contract between us. The Terms include the provisions set forth in this document and in the Beesy.me Privacy Policy, Commercial Terms. If you do not agree to these Terms, you do not have the right to access or use our Service or purchase any products or services from the Beesy.me service. If you do register for or otherwise use our Service, or purchase any products or services from the Beesy.me service, you shall be deemed to confirm your acceptance of the Terms and your agreement to be a party to this binding contract.

By using the Service and purchasing any products in the Beesy.me platform, you acknowledge, accept and agree with all provisions of the Privacy Policy, including, without limitation, the use and treatment of your Account Information and your Content in accordance with such Privacy Policy.

Beesy.me Service definition

The Beesy.me Service consists of Beesy.me Software (as defined below), and other products, services and web sites hosted or made available by Beesy.me, which enable you to manage your calendar, notes, actions, contacts, projects (collectively, the “Service”). In exchange for being enabled to use the Service, you agree to abide by these Terms.

Definition of parties

You are one party to this contract. Wherever you reside the other party to this contract is BeesApps SAS, a company headquartered in Paris, France. (BeesApps, BeesApps SAS or Beesy, as applicable, may be referred to in these Terms of Service as “Beesy.me,” “we” and sometimes “us”). Please review our Commercial Terms for information about additional contract terms relating to the purchase of products from the Beesy.me service platform.

BeesApps SAS

société par actions simplifiée au capital de 20.000 euros

SIRET 538747783 00016

TVA intracommunautaire FR 67 538747783.

Scope of your contract with BeesApps SAS

It depends upon how you interact with the Beesy.me Service, our software applications and the Beesy.me service offering. If you install any Beesy.me Software on your computing devices, you may be asked to agree to an end user license agreement. If you use related Beesy.me products or services (such as Beesy.me premium offers), purchase a product from the Beesy.me service platform or participate in our User Forum, you may also need to enter into a separate agreement (usually by clicking “accept” or “agree”) with us. We refer to each of these as a “Separate Agreement.” If that happens, the Separate Agreement shall take precedence if there is a conflict between those terms and these Terms, to the extent of such conflict and with respect to the particular subject matter of that Separate Agreement.

Terms of service modifications

Changes in these Terms are almost certain to happen, due to changes in our Service and the laws that apply to you and us. If we make a change, you’ll be informed when you login and you’ll be asked to accept those modifications to continue using the service.

If we do update these Terms, you are free to decide whether to accept the terms or to stop using our Service; your continued use of the Service after the effectiveness of that update will be deemed to represent your agreement with, and consent to be bound by, the new Terms. Except for changes made by us as described here, no other amendment or modification of these Terms shall be effective unless set forth in a written agreement bearing a written signature by you and us. For clarity, email or other communications will not constitute an effective written agreement for this purpose.

Beesy.me usage

First, you need to create a Beesy.me Service account. You create an account by providing us with an acceptable username and valid email address, and creating a password. We refer to this as your “Account Information.” We encourage you to use a distinct and non-obvious username and password combination that is different from what you use for other services. You are responsible for maintaining the accuracy, completeness and confidentiality of your Account Information, and you will be responsible for all activities that occur under your account, including activities of others to whom you have provided your Account Information. We will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your Account Information secure. If you discover any unauthorized use of your Account Information or suspect that anyone may be able to access your private Content, you should immediately change your password and notify our Customer Support team.

Second, although you may use Beesy.me with only a web browser, in order to use Beesy.me on a variety of computing devices, you might need to install our client software on your computers, tablets or phones. Obtaining those devices and paying for their connectivity and data plans is your responsibility. Beesy.me also has no

responsibility for the availability of the Internet and other telecommunication services necessary to access the Service.

Account protection and sharing

Beesy.me Service accounts should not be shared. If you share your Account Information with anyone, that other person may be able to take control of the account, and we may not be able to determine who is the proper account holder. We will not have any liability to you (or anyone you share your Account Information with) as a result of your or their actions under those circumstances. Since you may use a free Service account, and since we provide a number of mechanisms to allow you to share your account Content with others, we strongly urge you not to share your Account Information with anyone, unless you are doing so as part of your estate planning purposes, as discussed below. If you are looking for ways to share Content with others – particularly in a business, school or other organizational setting - we encourage you to explore our Beesy Team offer.

Your Beesy.me account rights.

Once your account is created and you accept these Terms, we grant you a limited, non-exclusive license to use the Service subject to these Terms, for so long as you are not barred from receiving the Service under the laws applicable to you, until you close your account voluntarily or until we close your account pursuant to these Terms. In addition, we grant you a personal, worldwide, non-assignable and non-exclusive license to use the Beesy.me Software provided to you by or on behalf of Beesy.me, for the sole purpose of enabling you to use the Beesy.me Software and enjoy the benefit of the Service, subject to any applicable license terms provided with the Beesy.me Software and these Terms, until your rights are terminated in accordance with such license and/or these Terms. You do not obtain any other right or interest in Beesy.me or the Service.

Data protection and confidentiality

You retain copyright and any other rights you already held in your Content before you submitted, posted or displayed it on or through the Service. But you do have to grant Beesy.me a limited license, as described below, so we can make your data accessible and usable on the Service. Other than this limited license and other rights you grant in these Terms, Beesy.me acknowledges and agrees that we do not obtain any right, title or interest from you under these Terms in any of your Content.

License granted to Beesy.me

In order to enable Beesy.me to operate the Service, we must obtain from you certain license and other rights to the Content you submit so that our processing, maintenance, storage, technical reproduction, back-up and distribution and related handling of your Content doesn't infringe applicable copyright and other laws. This means that by using the Service and uploading Content, you grant Beesy.me a license to display, perform and distribute your Content and to modify (for technical purposes, e.g., making sure content is viewable on smart phones as well as computers) and reproduce such Content to enable Beesy.me to operate the Service. You also agree that Beesy.me has the right to elect not to accept, post, store, display, publish or transmit any Content in our sole discretion.

You agree that these rights and licenses are royalty free, irrevocable and worldwide (for so long as your Content is stored with us), and include a right for Beesy.me to make such Content available to, and pass these rights along to, others with whom Beesy.me has contractual relationships related to the provision of the Beesy.me Service, solely for the purpose of providing such services, and to otherwise permit access to or disclose your Content to third parties if Beesy.me determines such access is necessary to comply with its legal obligations.

If you elect to use any third party service or application that is integrated with Beesy.me, you also agree that the licenses granted to Beesy.me in the preceding paragraph shall apply to Content that is submitted or uploaded through such third party service or application. If the third party service or application you elect to use would access or extract Content, you grant Beesy.me the right and license to enable such access to and extraction of your Content. Beesy.me does not assume any responsibility for, or liability on account of, the actions or omissions of such third party applications or service providers.

Inasmuch as we rely upon your rights to upload and distribute your Content, you represent and warrant to Beesy.me that you have the unfettered legal rights and authority to submit your Content to Beesy.me, and to make any publication or other distribution of that Content in your use of the Service. You also represent to us that, by submitting Content to Beesy.me and granting Beesy.me the rights described in these Terms, you are not infringing the rights of any person or third party. If any liability issue concerning this article is raised against BeesApps by a third-party, you will bear all costs regarding its defense and the conclusion of the ruling.

Finally, you understand and agree that Beesy.me, in performing the required technical steps to provide the Service to our users, may make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media.

Rules regarding the Beesy.me Service

Your use of the Service must be in accordance with these Terms and applicable laws in your country of residence. When it comes to your use of Beesy.me, you agree that you are responsible for your own conduct and all conduct of a third-party under your account. This means all Content – such as text, images, software, videos and anything else you can think of, no matter what the form or technical structure (collectively, “Content”) – created, transmitted, stored or displayed in your account, is your sole responsibility as the person who created the Content or introduced it into the Service. This applies whether the Content is kept private, shared or transmitted using the Service or any third party application or services integrated with the Beesy.me Service.

Content confidentiality

Your privacy in your Content is a paramount concern for us, and we hope that we never need to examine anyone’s Content. However, there are limited circumstances in which we may have the need to review part or all of your Content, as discussed in our Privacy Policy.

Except as described here and in our Privacy Policy, unless you elect to enable others to view or have access to the Content you submit to the Service, no one else should

see your Content without your consent. Of course, if you do elect to publish or share any portion of your Content then you would be enabling each of those permitted users to access, use, display, perform, distribute and modify your Content (subject to any understandings or agreements you and such users may work out without Beesy.me's involvement).

Furthermore, we do not hold any data relative to credit cards of our customers after a payment has been made on our platform and we protect the financial data of your account as well as payment details made on the Beesy.me platform.

Content Rights.

While you own the Content you store with the Beesy.me Service, you acknowledge and agree that BeesApps (and our licensors) own(s) all legal right, title and interest in and to the Service, including, without limitation, all software comprising a part of the Service that is hosted on Beesy.me's servers or any of the Beesy.me software applications for compatible computing devices that enable access and use of the Service through such device (the "Beesy.me Software").

Intellectual Property Rights.

In agreeing to these Terms, you also agree that the rights in the Service and Beesy.me Software, including all intellectual property rights, are protected by one or more of copyright, trademark, patent, trade secret and other laws, regulations and treaties, in addition to these Terms and any Separate Agreement. In particular, you agree to not modify, create derivative works of, decompile or otherwise attempt to extract source code from any Beesy.me Software, unless you are expressly permitted to do so under an open source license or we give you express written permission.

Right to Modify the Service.

We retain the right, in our sole discretion, to implement new elements as part of and/or ancillary to the Service and any Beesy.me Software, including changes that may affect the previous mode of operation of the Service. We expect that any such modifications will enhance the overall Service, but it is possible that you may not agree with us. We also reserve the right to establish limits to the nature or size of storage available to you, the number of transmissions and email messages, the nature or size of any index or library information, the nature of, or your continued ability to access or distribute, your Content and other data, and impose other limitations at any time, with or without notice. For example, if you use the free Beesy.me service, you will not enjoy all of the benefits provided to subscribers of the Beesy.me Premium offerings.

You also acknowledge that a variety of Beesy.me actions may impair or prevent you from accessing your Content or using the Service at certain times and/or in the same way, for limited periods or permanently, and agree that Beesy.me has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any Content. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of any part of the Service. However, if you are a subscriber for Beesy.me premium offerings, or another paid Beesy.me service (each a "Premium Service") and find that any such modifications or interruption of the

Premium Service adversely affects you, you may notify our Customer Support team, explain the adverse impact the modification has created and, if you desire, request a termination of your Premium Service. Upon receipt of any such request, we will endeavor to promptly remedy the adverse impact caused by the modification.

Right to Engage Third Parties.

BeesApps may from time to time engage certain affiliates or other third parties to provide technical or other services relating to all or part of the Service, or perform certain functions associated with the operation of the Beesy.me service, and you hereby agree that such third party involvement is acceptable.

Right to Use Third-Party Software.

BeesApps may from time to time include as part of the Service and Beesy.me Software computer software supplied by third parties which is utilized by permission of the respective licensors and/or copyright holders on the terms provided by such parties. BeesApps expressly disclaims any warranty or other assurance to you regarding such third party software.

Right to Update Our Software.

In connection with any modification of the Service, BeesApps may automatically download software updates on your computers and devices from time to time with the intention of improving, enhancing, repairing and/or further developing the Service. BeesApps will endeavor to provide you with the option of whether or not to install the update; however, in certain circumstances (e.g., security risks), BeesApps may require you to install the update to continue accessing the Service. In all cases, you agree to permit BeesApps to deliver these updates to you (and you to receive them) as part of your use of the Service.

Copyright Or Other Intellectual Property Violations

We respond to clear and complete notices of alleged infringement of copyright, trademark or other intellectual property laws that satisfy the requirements in these Terms. If you believe that your intellectual property rights have been violated, please notify us and we will investigate. Note that each owner of intellectual property is responsible for protecting their rights and taking any legal or other action they determine to be appropriate to do so, and BeesApps does not accept any obligation to take any particular action to enforce or protect any party's intellectual property rights.

Beesy.me and Kids

Beesy.me is not currently directed to children and we expect that use by children will only be done with the guidance, supervision and consent of their parents, guardians and/or authorized school officials. Further, we rely on parents and guardians to ensure minors only use the Service if they can understand their rights and responsibilities as stated in these Terms and our Privacy Policy.

Data location

The Beesy.me Service is available worldwide, but our data processing operations take place in France. If you use the Service, you acknowledge that you may be sending electronic communications (including your personal account information and Content), through computer networks owned by BeesApps and third parties located

in France and other locations in other countries. As a result, your use of the Service will likely result in interstate and possibly international data transmissions, and your use of the Service shall constitute your consent to permit such transmissions.

Account Closing

You may close your account with our Service at any time, for any reason (or no reason). In any case, you should send us a mail request to our support team or directly send a request from your Beesy.me account that will proceed to ID authentication prior to closing your account.

Beesy.me may suspend access to your account, or close your account, with or without notice according to these Terms. Reasons for Beesy.me suspending or closing your account may include, without limitation: (i) breach or violation of these Terms or any Separate Agreement, (ii) an extended period of inactivity of 6 months, (iii) your nonpayment of any fees or other sums due Beesy.me or any other party related to your use of the Service, (iv) the discontinuance or material modification of the Service (or any part thereof), (v) unexpected technical or security issues or problems, (vi) if BeesApps close down the service.

In most cases, in the event we elect to close your account, we will provide at least 30 days advance notice to you at the email address you have provided to us, so you have a chance to retrieve any Content stored on the Service servers (unless we determine that we are legally prohibited from enabling you to do so). After the expiration of this notice period, you will no longer be able to retrieve Content contained in that account or otherwise use the Service through that account.

Rights associated to Contributions

When you submit any ideas, suggestions, documents and/or proposals relating to the Service (or other products or services) to BeesApps through the "Contact Us," User Forum or Support interfaces or through any other mechanism (collectively, "Contributions"), you acknowledge and agree that: (i) your Contributions do not contain confidential or proprietary information; (ii) BeesApps is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (iii) BeesApps shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way; (iv) BeesApps may have something similar to the Contributions already under consideration or in development; (v) your Contributions automatically become the property of BeesApps without any obligation of BeesApps to you; and (vi) you are not entitled to any accounting, compensation or reimbursement of any kind from BeesApps under any circumstances.

Indemnity.

You agree to indemnify and hold BeesApps, its subsidiaries, affiliates, officers, agents, employees, advertisers and partners harmless from and against any and all claims, liabilities, damages (actual and consequential, material and immaterial, direct or indirect), losses and expenses (including legal and other professional fees) arising from or in any way related to any third party claims relating to your use of any of the Service, any violation of these Terms of Service or any other actions connected with your use

of the Service (including all actions taken under your account). In the event of such claim, we will provide notice of the claim, suit or action to the contact information we have for the account, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder.

The Service Is Available "As Is." YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) YOUR USE OF THE SERVICE AND THE PURCHASE AND USE OF ANY PRODUCTS ARE ALL AT YOUR SOLE RISK. THE SERVICE IS PROVIDED AND PRODUCTS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BEESAPPS EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) BEESAPPS DOES NOT WARRANT THAT (i) THE SERVICE WILL MEET ALL OF YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) ALL ERRORS IN THE SOFTWARE OR SERVICE WILL BE CORRECTED.

(c) ANY MATERIAL DOWNLOADED, PRODUCTS PURCHASED FROM THE BEESY.ME SERVICE OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BEESAPPS OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

Limitation of Liability.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT BEESAPPS, ITS SUBSIDIARIES, AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND SUCCESSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COVER OR OTHER INTANGIBLE LOSSES (EVEN IF BEESAPPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, PRODUCTS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR THE LOSS, CORRUPTION OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR USING THE SERVICE, OR PROVIDING ANY SERVICES RELATED TO THE OPERATION OF THE SERVICE OR RELATED TO THE BEESY.ME SERVICE; (v) BEESAPPS ACTIONS OR OMISSIONS IN RELIANCE UPON YOUR ACCOUNT INFORMATION AND ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM; (vi) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION; (vii) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING OR INTEGRATING WITH THE SERVICE OR OFFERING PRODUCTS IN THE BEESY.ME

PLATFORM; (viii) ANY ADVERTISING CONTENT OR YOUR PURCHASE OR USE OF ANY ADVERTISED OR OTHER THIRD-PARTY PRODUCT OR SERVICE; (ix) THE TERMINATION OF YOUR ACCOUNT IN ACCORDANCE WITH THE TERMS OF THESE TERMS OF SERVICE; OR (x) ANY OTHER MATTER RELATING TO THE SERVICE.

Exclusions and Limitations.

NOTHING IN THESE TERMS OF SERVICE IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THOSE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION (IF ANY) WILL APPLY TO YOU AND OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Information Process

This is another reason why it's important for you to make sure your Account Information is accurate, complete and up to date. We may provide you with notices by email, regular mail or postings on the web site(s) related to the affected Service.

Except where these Terms or any Separate Agreement specifically provide for use of a different means or address for notice, any notice to Beesy.me must be delivered to our customer service by email to contact AT beesapps DOT com. This email address may be updated as part of any update to these Terms of Service. If you are unable to deliver notice via email, you may send a notice to us at the following address (as applicable to your Service provider):

BEESAPPS SAS 34 rue de Saint-Pétersbourg, 75008 Paris, FRANCE

Countries where the Beesy.me service is available

You can use the Beesy.me service worldwide provided you respect the current law in your country of usage.

Applicable Law

These Terms and the relationship between you and BeesApps (including any dispute) shall be governed in all respects by the French laws, and shall be considered to have been made and accepted in France, without regard to conflict of law provisions.

If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

Claim Against Beesy.me

Let us Know About Your Complaint.

We want to know if you have a problem so we encourage you to contact our Customer Support team if you have any concerns with respect to the operation of the Service or any Beesy.me Software, as we want to ensure that you have an excellent experience.

You agree that any claim or dispute you may have against Beesy.me must be resolved exclusively by a state court located in Nanterre, FRANCE. You agree to submit to the personal jurisdiction of the courts located within Nanterre, France for the purpose of litigating all such claims or disputes.

Claims Are Time-Barred.

You agree that regardless of any statute or law to the contrary or the applicable dispute resolution process, any claim or cause of action you may have arising out of or related to use of the Service or otherwise under these must be filed within one (1) year after such claim or cause of action arose or you hereby agree to be forever barred from bringing such claim.

Delivery conditions

During payment for a Beesy.me Premium offer, which corresponds to the licence to use one of our services, delivery of the product will occur immediately after the payment has been verified and approved.

Conclusions

A couple of final but important points: First, these Terms constitute the entire agreement between you and Beesy.me and govern your use of the Service, except, and then only to the extent that you have entered into a Separate Agreement. These Terms supersede any prior agreements or earlier versions of these Terms between you and Beesy.me for the use of the Service. If, through accessing or using the Service, you utilize or obtain any product or service from a third party, you may additionally be subject to such third party's terms and conditions applicable thereto, and these Terms shall not affect your legal relationship with such third party.

Second, you acknowledge and agree that each affiliate of BeesApps shall be a third party beneficiary to these Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of these Terms which confers a benefit on (or provides rights in favor of) them. Other than this, no other person or company shall be a third party beneficiary to these Terms.

Finally, the section headings in these Terms of Service are for convenience only and have no legal or contractual effect.