



BEECKER PROCESS REFINING PLATFORM

BEECKER DIGITAL WORKERS SAAS

TERMS AND CONDITIONS OF USE ("TERMS")

Our terms and conditions of use were last updated on April 1st, 2022.

Please be sure to read Terms and Conditions carefully before agreeing to use the Platform. Terms and Conditions apply for community version as well as purchased license use of Beecker Process Refining and access to BeeckerCo Digital Workers.

1. DEFINITIONS

For the purposes of this document:

"Account" refers to a unique account created for a client's use of the SaaS.

"BDW" means BeeckerCo Digital Workers.

"Client/s" refers to any person who creates an account and/or acquires a license in the Company's website in order to access Beecker Process Refining and BeeckerCo Digital Workers.

"Company" refers to BeeckerCo Inc., and it may also extend to its affiliates and subsidiaries.

"Country" refers to The United States of America.

"Platform" refers to Beecker Process Refining Platform and all tools and resources included therein.

"Product" refers to BeeckerCo Digital Workers.

"SaaS" means Software as a Service.

"Website" refers to the Company's website at: www.beecker.ai

2. ACKNOWLEDGMENT

The present Terms and Conditions of use will govern every use of Beecker Process Refining and BeeckerCo Digital Workers, regardless of who the user/subscriber/client may be, and any other conditions or specifications in the service.

The access to use of Platform and Product in both Community Version and licensed version is conditioned to the acceptance and full adherence to the rules, rights and obligations herein described. Any disagreement from a potential user/subscriber/client or others to any of the following clauses and its compliance shall be understood as an impediment to access Platform and Product.

All Clients represent and warrant at all times that: (i) they have all necessary rights and title to enter into the Terms and to perform their obligations hereunder; (ii) they and their users will use the SaaS in strict accordance with this Terms and with all applicable legislation; (iii) they have obtained all rights, permissions and/or consents necessary for the lawful use and operation of the SaaS, including and without limitation, in relation to any third-party software or products they may use in conjunction. All clients expressly agree that their use of the SaaS is at their sole risk.

3. ACCOUNTS

In order to start using our Beecker Process Refining and BeeckerCo Digital Workers, an account will need to be created on the website. The Company will grant limited, non-transferable, non-sublicensable, revocable permission to access and use the SaaS for internal use at the level of service for which all applicable fees have been paid according to the Payment clause. Use of Community Version is free within the limitations detailed on the website.

For the creation of your account, you must provide real, ascertainable, accurate, current and complete information about you and your business. Any inconvenience caused due to misinformation or dishonesty from our clients will exempt the Company from any derived responsibility, and will constitute a breach of the present Terms.

If an account with an e-mail address pertaining to, or associated with, a company or organization is created, the Company will assume in good faith that the creator has the power to represent, and bind, that entity.

Our clients are responsible for safeguarding the password to access the SaaS and agree to not disclose it to any third party, as well as to notify the Company any breach of security or unauthorized use of their account.

Any attempts to sell, buy, or solicit other forms of payment in exchange for account names are expressly prohibited.

4. COMMUNITY VERSION

The Platform offers the Community Version of Beecker Process Refining and BeeckerCo Digital Workers as a free license equipped with a limited set of components available to anyone who's interested in starting to use hyper automation technology. Client bears the entire risk as to the use of Beecker Process Refining and BeeckerCo Digital Workers Community Version.

By being a free of charge service, Beecker Process Refining and BeeckerCo Digital Workers Community Version has a number of limitations compared to our Full Version. These limitations are detailed on the website and are considered final. The acquisition of Community Version will remain as a full responsibility of the final user.

5. PAYMENT

Your access to the Platform in any form other than Community Version is entirely conditioned to payments through any of the payment methods offered. The payment methods offered are detailed on the platform.

All SaaS package costs will be understood as a fee per year of service according to the specifications offered by each one of them. Those costs are in no way negotiable and cannot be discounted.

The Company reserves the right to change its costs at any time at its sole discretion. Any change will be effective immediately upon publication through the Platform or in their specific Terms.

Except as expressly permitted by the Company in writing or as explicitly stated as part of the sign-up process for a service or in a specific arrangement, the Company will not provide refunds or vouchers for any services.

6. TERM AND TERMINATION

Present Terms and Conditions become effective from the date the client accesses Beecker Process Refining and BeeckerCo Digital Workers and last for as long as use of the Platform and Product continues in both Community Version and licensed version.

Clients may stop using Platform and Product and terminate their account at any time, however this will not relieve them of any obligation to pay any outstanding fees (if applicable). The Company may change, discontinue, or terminate client's use of the free services at any time at their sole discretion or at the event that the client breaches these Terms and Conditions. In respect of paid services, the Company will provide clients with reasonable notice in advance.

7. QUALITY OF SERVICE

BeeckerCo's products are guaranteed to perform as advertised on BeeckerCo's website for the purpose and under the circumstances for which they were designed. Deviation from these will void any warranty.

All Beecker Process Refining clients shall keep in mind that our Product's response time and performance metrics will be influenced by the client's infrastructure and devices where the Product is meant to run, and that will invariably manifest itself in variations from client to client.

The Platform releases an update on a quarterly basis which won't be executed during working hours, nor will cause a relevant interruption.

Community Version does not include technical support for the Product, nor any component included within. Service Level Agreements regarding technical support for versions with purchased licenses will vary according to the package, and will be detailed in the package description.

8. DATA SECURITY

The Company commits to reasonable security measures and will continue to enhance security procedures as new technologies allow it in order to protect our client's information. Inherent risks of the internet that may change according to region, provider, connectivity, etc. need to be taken into account as a caveat

The Company states that the only information collected is regarding the projects developed in the Platform, such as name of the project, tools used, and configuration file routes. All the information collected will be stored with Microsoft Azure, thus will be protected by their infrastructure provided.

The Company does not keep sensible information, and all of our clients/users are able to delete any account related information at any given time they like.

Our clients are responsible for maintaining the secrecy of their identification, protecting the security of their accounts, its content and all activities that occur in connection to our SaaS.

9. PRIVACY POLICY

Any exchange of information classified as confidential or sensible between the Company and its clients/users will be governed by BeeckerCo's Privacy Policy which is made available to both Clients and the general public by BeeckerCo.



In accordance to the foregoing, all information exchange is carried out in order to fulfill a corporate purpose, and all request and management of said information will be conducted only by essential matters to the provision of specific services, in this particular case, the use of Beecker Process Refining and BeeckerCo Digital Workers.

In addition, all clients shall be aware that no party outside of BeeckerCo is authorized to request confidential information from either Company or Client unless expressly authorized.

10. AUDIT

As all clients should be identified as connected to a business, company, or organization, the Company may, at its expense, verify that their use, access, installation, or deployment of the services comply with the present Terms and Conditions. Upon a previous notified request, such clients will provide details and reports of all their included users.

Additionally, the Company may perform onsite verification, either directly or by appointing a subcontractor, for which the client undertakes to provide all required assistance and support needed for this process. If the verification discloses a non-conformity or breach of the Terms, the client will be required to immediately address it. If there are any underpaid fees for payable services which exceed 5% of the regular value thereof, the client will cover for the audit costs.

11. INTELLECTUAL PROPERTY AND COPYRIGHT

The SaaS is owned and operated by BeeckerCo Inc.; Beecker Process Refining and BeeckerCo Digital Workers, all original content, features, visual interfaces, graphics, design, compilation, information, data, computer code, products, software, services, templates and functionality are and will remain exclusive property of the Company, its affiliates and subsidiaries.

The SaaS offered by the Company is protected by copyright, trademark and other laws of international validity. BeeckerCo's trademarks may not be used in connection with any product or service without the prior written consent of the Company, any use of the trade name in any way that implies affiliation with, sponsorship, endorsement or approval by the Company of any client's products and services is prohibited.

Clients agree not to use, reproduce, distribute or create derivative works based on any (portion of) BeeckerCo copyrighted work, without first receiving express written permission under a Trademark & Copyright Use Permission Form. In any case, the Company retains the right to modify or to revoke the permission granted in its sole discretion.

12. LIABILITY LIMITATIONS

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the SaaS, third-party software and/or third-party hardware used with the SaaS, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

The Company disclaims all warranties, including availability, service uptime, merchantability, fitness for a particular purpose or non-infringement or ability of the services to integrate or interoperate with other technologies. Unplanned system outages may occur and the Company does not warrant the services will run uninterrupted or error free.

13. DISPUTE RESOLUTION

The laws of the Country, excluding its conflicts of law rules, shall govern present Terms and the client's use of the SaaS. Client's use of Beecker Process Refining and BeeckerCo Digital Workers may also be subject to additional local, state, national, or international laws.

In case of any concern or dispute about the SaaS, the client agrees to first attempt to resolve the dispute informally by contacting the Company and seeking compensation. Should an agreement not be reached, additional mediation and settlement will always be sought by both parties.

14. CHANGE OF TERMS AND CONDITIONS

The Company reserves the right, at their sole discretion, to modify or replace these Terms at any time. If a revision is material, the Company will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the Company's sole discretion.

By continuing to access or use Beecker Process Refining and BeeckerCo Digital Workers after those revisions become effective, the client agrees to be bound by the revised terms. If the client does not agree to the new terms, in whole or in part, it would be understood as an impediment to use Platform and Product regardless of payments made, refund of which will be waived by client. If the client continues to use Platform and Product after any change has taken effect, the Company assumes that they have agreed with said change. The only remedy for dissatisfaction hereunder is to stop using the SaaS in both its Community Version and any purchased license version.

15. CONTACT

All contact with the company shall be carried out and will only be acknowledged through official electronic channels detailed in the website or office address of the Company in the United States of America likewise stated in the website. No other channels of communication will be considered official.

BeeckerCo is in no way obliged to acknowledge suggestions about the Platform and Product. Any suggestions or feedback to BeeckerCo is sent voluntarily and without any obligation of confidence on BeeckerCo in relation thereto who will be entitled to use any suggestions or feedback, in any way and for any purpose.

END OF TERMS AND CONDITIONS OF USE