

## **BEELUP | TERMS OF SERVICE**

Effective as of July 22nd, 2022

### **1- GENERAL**

1.1 These Terms and Conditions govern the contractual relationship between RTP GROUP SAS (hereinafter "BEELUP") and any other website or mobile application owned or controlled by BEELUP (the "Site") that permit distribution, transmission and reproduction of audiovisual content recorded with BEELUP cameras ("Content") and Platform Users ("User").

By accessing our Site, by registering to obtain an account or by using our services, the User agrees to be bound by these Terms and Conditions of Use, which shall remain in force as long as the User accesses our Site, sign up for an account or use the Services. When the User no longer accesses our Site, does not subscribe to an account or does not use the Services, the User's legal obligations and responsibilities with respect to BEELUP that have accumulated over time will not be affected by this termination.

1.2 The User hereby declares and warrants to BEELUP that she/he is at least sixteen (16) years of age or that she/he is capable of entering into and entering into legal arrangements on her/his own behalf or on behalf of the person or entity he legally represents. If the User is not sixteen (16) years of age or older, the User represents and guarantees BEELUP the consent of their parents to use the Website, to subscribe to an account or to use the Services.

1.3 The User may not access our Website or use the Services if he does not accept these Terms and Conditions or if he is not of legal age to form a binding contract with BEELUP.

1.4 By accessing our Website, subscribing to an account or using the Services, the User will be subject to additional policies that are available on the Site, including the Privacy Policies.

### **2- SUBSCRIPTION TO AN ACCOUNT**

2.1 In order for Users to use most of the Services, it is necessary to subscribe to an account on the Website [www.beelup.com](http://www.beelup.com). A User can access their Accounts by logging in by entering a User ID and password.

2.2 The account is personal to the User, and she/he is solely responsible for any and all activities that occur under the Account. The User must immediately notify BEELUP of any breach of security or unauthorized use of the User's account. When creating the Account, the User must provide accurate and complete information.

2.3 The account password must be kept secure and confidential at all times. The User shall immediately notify BEELUP if it learns that the password has been disclosed to an unauthorized third party or that the account is being misappropriated. BEELUP shall not be liable, directly or indirectly, in any way, for any loss or damage of any kind arising as a result or in connection with the User's failure to comply with this provision.

2.4 BEELUP reserves the right to suspend or deactivate the account or password at its discretion and

without any penalty or liability, and to delete and discard all or any part of the Account, User Profile and any Content, at any time and without notice.

### **3- INTELLECTUAL PROPERTY RIGHTS**

All data and materials on our Website, including, without limitation, text, graphics, interactive features, logos, photos, music, videos, software and any other audible, visual or downloadable material, as well as selection, organization, coordination, compilation and general aspect of the Services ("Material") are the intellectual property of BEELUP, its affiliates or its licensors. All trademarks and trade names are the property of BEELUP, its affiliates or its licensors.

### **4- GENERAL RESTRICTIONS OF USE**

4.1 You hereby represent and warrant that you will not use the Services or the BEELUP Website:

- (a) to impersonate another person or entity, or claim a false identity by subscribing to an account on the BEELUP Website or using a third party account;
- (b) for any purpose other than to access the Website and the Services offered by BEELUP; (c) to circumvent, disable or otherwise interfere with the security-related functions of our Website or the Services or features that prevent, limit or restrict access to our Website and/or the use or reproduction of any Material or Content;
- (d) remove or modify notices relating to copyright or other proprietary rights in the Material or any Content;
- (f) for any illegal purpose in any jurisdiction;
- (g) collect personal information about Users or third parties without their consent and that of BEELUP;
- (h) reverse engineer, decompile, disassemble or attempt to discover the source code of any Material; or
- (i) interfere with or damage the operation of the Services or the enjoyment thereof by any User by any means, including by uploading or disseminating viruses, spyware, worms or other malicious codes.

4.2 The User guarantees that he will not publish confidential personal data on the BEELUP Website. Sensitive personal data are defined in Article 2 of Law 25326 as data revealing racial and ethnic origin, political opinions, religious, philosophical or moral convictions, trade union membership and information concerning health or sexual life.

4.3 The User agrees not to sell, license, distribute, copy, record, modify, perform or publicly display, transmit, publish or republish, including republishing on another Website, edit, adapt, create derivative works or otherwise make use of the Material and/or Content that is not considered the property of the User. If the User, to the extent permitted by applicable law, records, downloads or otherwise copies the Material and/or the Content for personal and non-commercial use, the User shall retain all copyright notices, trademarks or other proprietary notices. BEELUP reserves all rights not expressly granted on and for the BEELUP Website, Services, Material and Content.

4.4 BEELUP reserves the right to suspend, interrupt or modify any aspect of the Services at any time, including the right to discontinue in whole or in part the viewing of any Content or linked or embedded content, and to prevent access to our Website.

### **5- RELATIONSHIP OF BEELUP WITH THE USER**

5.1 Users have limited access to the Website of BEELUP and to the content that, at our sole discretion, is available on request and by receiving the transmission.

5.2 If a User wishes to unsubscribe from their account, they must do so through our Website. Accounts that are not accessed and used for a period of twelve (12) months may be restricted or deleted at the discretion of BEELUP. This may include any content posted by the User.

## **6- RIGHT OF CANCELLATION OR RETURN**

6.1 If you, as a consumer, subscribe to an Account, you have the right to cancel and return your order within fourteen (14) days, for any reason and without justification. The fourteen (14) days begin from your subscription.

6.2 You must inform BEELUP that you wish to cancel your subscription to your account. Please inform BEELUP by writing to [bajas@beelup.com](mailto:bajas@beelup.com)

## **7- PAYMENTS**

7.1 The service has a cost to the User or the Institution, depending on the active plan. Costs may change as posted on the Site.

## **8- NO WARRANTY**

8.1 To the extent permitted by applicable law, the BEELUP Website, Services and Content are provided to the User "as is" without warranty of any kind.

8.2 Without limiting the generality of the foregoing, I hereby renounce, to the extent permitted by law, any and all warranties, express or implied, including, without limitation, any (a) guarantee of merchantability or fitness for a particular purpose, (b) guarantees against the violation of any intellectual property or property rights of third parties, (c) guarantees related to delays, interruptions, errors or omissions in the Services, in particular any unannounced termination of the provision of Content (d) warranties related to the transmission or delivery of the Services, (e) warranties related to the accuracy or completeness of the information or data on the Services, or (f) other guarantees related to the execution, non-compliance or other acts or omissions of BEELUP.

## **9- LIMITATION OF LIABILITY**

9.1 Under no circumstances shall the BEELUP be liable for any loss of revenue or expected profits, for delays or for any other type of consequential, indirect or punitive loss or damage, whether or not they are foreseeable and irrespective of the theory or cause of the action on which such damage is based, including, inter alia, strict liability, breach of warranty or otherwise. Data loss is considered an indirect loss.

9.2 The liability of BEELUP under or in connection with these Terms and Conditions, under any title, shall be limited to the amount paid by the User, if any, to BEELUP during the twelve (12) months immediately prior to the occurrence of the damage.

9.3 The above limitations and exclusions shall not apply (a) in case of wilful misconduct or gross negligence, (b) in case of death or bodily injury, or (c) if and to the extent that the mandatory law provides otherwise.

## **10- INDEMNITY**

10.1 Notwithstanding any provision to the contrary in these Terms and Conditions, the User shall indemnify, defend and hold BEELUP harmless from and against any loss, claim, damage, liability, including legal fees and expenses, arising out of or arising from any claim by third parties due to the violation of these Terms and Conditions by the User, including, but not limited to, a claim arising out of a breach of the User's representations or warranties made under this document.

10.2 BEELUP reserves the right, at the User's expense, to assume the exclusive defense and control of any matter for which the User must indemnify BEELUP, and the User hereby agrees to cooperate with the defence of BEELUP in these claims.

## **11- THIRD PARTY WEBSITES**

11.1 Our Website may contain links to other websites or services operated, owned or controlled by other persons or companies, (collectively "Third Party Services"). Third Party Services may have their own terms of use and privacy policy or may not have any conditions of use or privacy policy. BEELUP does not endorse any of those Third Party Services or the information, material, products or services contained in or accessible through the Third Party Services.

11.2 Access to and use of the Third Party Services, including information, material, products and services contained in or accessible through the Third Party Services, is exclusively at the User's own risk.

## **12- CHANGES IN THE TERMS AND CONDITIONS**

12.1 BEELUP reserves the right, at its sole discretion, to make changes to these Terms and Conditions and to any policy from time to time by posting the Terms and Conditions or the Policies as amended on our Website. If the User does not agree with these modifications, they must stop using the BEELUP Website and the Services. Your continued use of the BEELUP Website and the Service by the User will constitute your acceptance of such modifications. We will inform you by email and through informative posters on our Website.

## **13- CONTACTS**

The Website of BEELUP and the Services are provided by BEELUP. You can contact BEELUP by e-mail to [privacidad@beelup.com](mailto:privacidad@beelup.com).

## **14- OTHER PROVISIONS**

14.1 As part of the Services, BEELUP may and you agree that we may send you functionality updates and information about new features on the Platform.

14.2 These Terms and Conditions contain the entire agreement between BEELUP and the Users in relation to the User's use of our Website and the Services and completely supersede any previous agreement on the subject.

14.3 The User may not novate or assign any of its rights or obligations under these Terms and Conditions without the prior written consent of BEELUP.

14.4 In the event that one or more of the provisions of these Terms and Conditions are declared

invalid or unenforceable as a result of mandatory legislation in force or of legal instruments issued by public authorities or decisions taken by the public authorities, BEELUP and the User agree that the other provisions will remain in force. The invalid provision shall be replaced by a valid provision, which as far as possible achieves the original purpose and the object and commercial intent of the invalid provision.

## **15- APPLICABLE LAW AND CONTROVERSIES**

15.1 These Terms and Conditions and the relationship between BEELUP and each User shall be governed by and construed in accordance with the State of Florida law.

15.2 First, any dispute arising out of or related to these Terms and Conditions shall be settled by negotiation. The disputes will be decided definitively by the Courts of the State of Florida.