

Terms of Use

This Terms of Use document is to be regarded as a whole together with the Privacy Policy document. They are not dissociated, they complete each other wherever it is necessary. Any provision, within the Terms of Use, that even remotely refers to elements of confidentiality, personal data or any other related details, the correspondent article from the Privacy Policy applies.

Beepnow Inc. (“beepnow”) owns and operates the website located at www.beepnowus.com (“Website”), the beepshift and beepHR softwares platforms and add-ons (“the “Platform”), and related mobile applications (the “App”). These Terms of Use apply to all users of the Website, Platform and Apps, including users who upload any materials to the Website, users who use services provided through this website, users who download the beepshift and beepHR Apps and users who simply view the content on or available through this Website or Apps.

By using this Website, Platform and/or Apps, you indicate your acceptance of these Terms of Use (the “Terms” or “Agreement”). If you do not accept these Terms of Use, then do not use the Website, Platform or Apps or any of their content or services.

These Terms of Use may be amended or updated by beepnow from time to time, in its sole discretion, without notice and the Terms of Use may have changed since your last visit to this website. It is your responsibility to review these Terms of Use for any changes. Your use after any amendments or updates of these Terms of Use shall signify your assent to and acceptance of such revised terms.

Any new features that may be added to this website from time to time will be subject to these Terms of Use, unless stated otherwise.

1. The Service

1.1 Services.

beepnow makes available to its customers and their end users the beepnow software-as-a-service software Platform, mobile App, and associated employer scheduling, communications and management services, (collectively, the “Services”). beepnow reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice, including modifying features or Services packages.

1.2 Users.

beepnow may make certain Services available to our customers and/or their employees and

other end users (collectively, “Users”). beepnow reserves the right to refuse to provide the Services to anyone for any reason at any time.

1.3 Trials.

If you register for a free trial of the Services, then, subject to this Agreement, beepnow grants you a limited, personal, non-transferable, non-sub-licensable, internal license to use the Services for non-production, evaluation purposes during the applicable Trial Period. In addition, you agree to allow beepnow to contact you using the provided phone number and/or email address for marketing, sales, support, research, or other purposes. For the purposes of this Agreement, “Trial Period” means the time starting from your registration to use a free trial of the Services until the earlier of (a) the end of the free trial period for which you registered (which trial period shall be thirty (30) days unless otherwise stated on the registration page for the free trial version of the Service), or (b) the start date of any paid registration for the Services. You will not be entitled to receive any support from beepnow for your use of a free, trial subscription for the Services. beepnow may terminate the Trial Period for any free trial of the Services at any time in its sole discretion and may accept or decline any request for a free trial version of the Services in its sole discretion. ANY DATA YOU ENTER INTO THE FREE TRIAL VERSION OF THE SERVICES AND ANY CUSTOMIZATIONS YOU MAKE TO THE FREE TRIAL VERSION OF THE SERVICES WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A PAID SUBSCRIPTION TO THE SERVICES. YOUR DATA CANNOT BE EXPORTED FROM THE FREE TRIAL VERSION OF THE SERVICES. NOTWITHSTANDING ANY OTHER PROVISIONS IN THESE TERMS, ACCESS TO THE FREE TRIAL VERSION OF THE SERVICES IS ON AN “AS-IS” BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND.

2. Accounts

2.1 Registration.

In order to use the Platform, App or Services, you may be required to register for an account (“Account”). You agree to provide and maintain accurate and up-to-date information to beepnow. Any personal information collected in the course of registering for an Account or providing you with the Services will be governed by our Privacy Policy, which is available at: <https://www.beepnowus.com/privacy-policy>. If you are registering for an Account on behalf of a company, entity or other organization, you represent and warrant that you have the authority to enter into this Agreement and bind the organization.

2.2 Eligibility.

In order to register for an Account, you must (a) be at least the age of majority in your jurisdiction of residence (or have consent from a parent/guardian); and (b) agree to these Terms as well as our Privacy Policy.

2.3 Account Restrictions.

Accounts are for single users only and are not be shared by more than one individual. You are solely responsible for maintaining the security of your Account and password. beepnow cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

2.4 Employees.

If your User Account is linked to your employer's Account, certain information will be shared with your employer and your employer may be able to change and update Account settings. If your organization ceases or changes its registration to the Services, you may not be able to continue using any or all of the Services in respect of such organization and you may lose access to certain data and content stored on the Services.

3. Content

3.1 User Content.

All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted to the Website, Platform or App by Users ("User Content") is the sole responsibility of such Users. This means that you, and not beepnow, are entirely responsible for all such material uploaded, posted, emailed, transmitted or otherwise made available by using the Services. You are responsible for obtaining all necessary consents to upload User Content, including any third-party content or personal information, to the Services. beepnow does not control or actively monitor user content and, as such, does not guarantee the accuracy, integrity, suitability or quality of such content. You acknowledge that by using the Services, you may be exposed to materials that are offensive, indecent or objectionable. Under no circumstances will beepnow be liable in any way for any materials, including, but not limited to, for any errors or omissions in any materials, or for any loss or damage of any kind incurred as a result of the viewing or use of any materials posted, emailed, transmitted or otherwise made available via the Services.

3.2 License.

By submitting, posting or displaying User Content on or through the Services, you grant us (and our agents) a non-exclusive, royalty-free, world-wide, perpetual license (with the right to sublicense) to use, copy, modify, transmit, display and distribute such User Content to the extent required to provide the Services. Notwithstanding the foregoing, if you are using the

Services under an organization Account, your organization may be the owner of your User Content. You further grant beepnow a perpetual, irrevocable, and unlimited licence to use, store, and manipulate User Content to create aggregated and anonymized statistical analytics in respect to Platform use and other Services and User parameters and characteristics (“Anonymous Service Data”) in accordance with the beepnow Privacy Policy and provided that beepnow will not disclose any information provided by you or your third-party integrations in any manner other than in anonymous or aggregated form without your prior consent. beepnow shall own all right, title and interest in and to the Anonymous Service Data, including all intellectual property rights in the Anonymous Service Data, and You hereby assign, transfer and convey to beepnow any ownership interest You may have in any Anonymous Service Data.

You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any User Content that you submit.

3.3. beepnow’s Rights.

beepnow reserves the right at all times (but will have no obligation) to remove or refuse to distribute any User Content and to terminate Users or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce these Terms of Use, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of our users and the public.

4. Restrictions on User Content and Use of the Services

4.1 Restrictions.

In using the Website, App, Platform and/or Services you shall not:

- Use the Services other than as permitted by the type of subscription which you have subscribed for, as further described at the time of subscription;
- copy any content unless expressly permitted to do so herein;
- upload, post, email, transmit or otherwise make available any material that:
 - is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable;
 - you do not have a right to make available under any law or under a contractual relationship;

- infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy rights);
- is or contains unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Website or that of any users or viewers of the Website or that compromises a user's privacy; or
- contains any falsehoods or misrepresentations or create an impression that you know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;
- impersonate any person or entity or misrepresent their affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Website or impersonate another person or organization;
- interfere with or disrupt the Website, Platform or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- intentionally or unintentionally violate any applicable local, state, national or international law or regulation;
- collect or store personal data about other users or viewers;
- license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Website or App; or
- modify, translate, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the App or Platform, except to the extent the foregoing restrictions are expressly prohibited by applicable law

5. Trademark and copyright

Except for User Content, the App, this Website, the Services and the information and materials that it contains, are the property of beepnow and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, and other intellectual property laws. Subject to the terms of this Agreement, beepnow grants you a non-transferable, non-exclusive, license to (a) use the Services for your use, and (b) download,

install and use one copy of the App on each mobile device that you own or control, in each case solely for your own use (the "License"). The App is licensed to you and not sold. Nothing in the Terms gives you a right to use the beepnow or beepnow names, trademarks, logos, domain names, and other distinctive brand features without our prior written consent. You shall not attempt to override or circumvent any of the usage rules or restrictions on the Website. Any future release, update, or other addition to functionality of the Website, App or Services shall be subject to the terms of these Terms.

6. Third-Party Websites and Services

6.1 Links.

This Website, Platform or App (including User Content) may contain links to other websites that are not owned or controlled by beepnow. In no event shall any reference to any third party, third party product or service be construed as an approval or endorsement by beepnow of that third party, third party product or service. beepnow is also not responsible for the content of any linked websites. Any third-party websites or services accessed from the Website are subject to the terms and conditions of those websites and or services and you are responsible for determining those terms and conditions and complying with them. The presence on the Website of a link to any other website(s) does not imply that beepnow endorses or accepts any responsibility for the content or use of such websites, and you hereby release beepnow from all liability and/damages that may arise from your use of such websites or receipt of services from any such websites.

6.2 Third-Party Services.

If you use any third-party service, whether accessed through the Platform or otherwise, including but not limited to any third-party log in, you acknowledge and agree that you will be bound by and terms and conditions of such third-party service provider. Moreover, beepnow is not responsible for impact on your use of the Platform or Services caused by your use of any third-party service or integration.

7. Software Malfunction or Website Interruption

beepnow will make its best efforts to maintain its products and services as operational at all times. We are not liable for any known or unknown interruptions in our products, the Website or its services. You agree to defend, indemnify and hold harmless beepnow, its employees, directors, shareholders, members, officers, agents, subsidiaries and affiliates from any and all claims, losses, damages, causes of action, liabilities and expenses (including reasonable

attorneys' fees) related to or arising out of any software malfunctions or website service interruption, including without limitation claims made by third parties related to your use of the Site.

8. Termination

8.1 Termination by beepnow.

beepnow may, under certain circumstances and without prior notice, immediately terminate your ability to access the Website, Platform or portions thereof, including the Services. Cause for such termination shall include, but not be limited to, (a) breaches or violations of these Terms of Use or any other agreement that you may have with beepnow (including, without limitation, non-payment of any fees owed in connection with the website or otherwise owed by you to beepnow), (b) requests by law enforcement or other government agencies, (c) a request by you, (d) discontinuance or material modification to the website (or any part thereof), (e) unexpected technical, security or legal issues or problems, and/or (f) participation by you, directly or indirectly, in fraudulent or illegal activities. Termination of your access to the Website may also include removal of some or all of the materials uploaded by you to the Website.

8.2. Termination or modification by you

The account owner (as defined in the sign-up procedure) is responsible for canceling your account, and can cancel the account by cancelling the recurring payments from within PayPal (or any other merchant credit card services provider used by beepnow and subject to change at beepnow's sole discretion), or by contacting beepnow directly. Once you cancel your account you will lose access to all of your content once your paid subscription has expired,, and we preserve the right to delete all such content in the normal course of operation. This content cannot be recovered once your account is cancelled and subsequent to you paid subscription ending. If you cancel the Service before the end of your current paid-up subscription period, your cancellation will take effect once your paid subscription ends and you will not be charged again.

Regardless of your billing cycle, there are no refunds or credits for partial months of Service, plan downgrades, or refunds for unused time if you close your account before the end of your subscription period. No exceptions will be made in order to treat everyone equally and keep our administrative costs low for the ultimate benefit of our customer base. Downgrading your plan level may cause the loss of content, features, or capacity of your account and beepnow does not accept any liability for such loss. beepnow reserves the right to contact you about special pricing or other promotional offers.

9. Indemnification

You agree to defend, indemnify and hold harmless beepnow and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the Platform or Services, including any User Content transmitted or received by you or your Users; (b) violation of any term of this Agreement, including without limitation breach of any of the representations and warranties above, by you or your users; (c) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (d) violation of any applicable law, rule or regulation by you or your users, including applicable labour laws; (e) User Content or any content that is submitted via your account including without limitation misleading, false, or inaccurate information; (f) your gross negligence or willful misconduct; or (g) any other party's access and use of the Services (or access and use of any third-party service via the Services) with your unique username, password or other appropriate security code.

10. DISCLAIMERS

10.1 No Advice.

As part of the Services, beepnow offers notifications to Users related to compliance with labour laws (e.g. calculations of overtime, violating split shift, etc.). However, this tool is for information purposes and does not constitute legal or professional advice. You expressly agree that you are solely liable for compliance with all applicable labour laws and regulations and you hereby indemnify and hold harmless beepnow from any damages or losses relating to your use of such tools.

10.2 Disclaimer of Warranties.

THE WEBSITE, SERVICES, APP AND ALL MATERIALS PROVIDED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BEEPNOW SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE

SERVICES IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM DOWNLOADING OR USING ANY SUCH MATERIAL. BEEPNOW DOES NOT WARRANT, ENDORSE, GUARANTEE, PROVIDE ANY CONDITIONS OR REPRESENTATIONS, OR ASSUME ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICES ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE WEBSITE OR IN RESPECT TO ANY WEBSITE THAT CAN BE REACHED FROM A LINK ON THE WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING ON THE WEBSITE, AND BEEPNOW SHALL NOT BE A PARTY TO ANY TRANSACTION THAT YOU MAY ENTER INTO WITH ANY SUCH THIRD PARTY. BEEPNOW WILL NOT BE LIABLE FOR ANY TYPE OF CONTENT EXCHANGED BY MEANS OF THE SERVICES.

11. Availability & Updates

beepnow may alter, suspend, or discontinue this Website, the Platform, App or Services at any time and for any reason or no reason, without notice. The Website, Services and/or beepnow App may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons.

12. Security

Information sent or received over the Internet is generally unsecure and beepnow cannot and does not make any representation or warranty concerning security of any communication to or from the Website, Platform, App or Services or any representation or warranty regarding the interception by third parties of personal or other information. You are responsible for safeguarding the password that you use to access the Services and you are responsible for any activities or actions under your password. You agree to keep your password secure. beepnow will not be liable for any loss or damage arising from your failure to comply with these requirements.

13. Governing Law

This Terms of Use shall be governed by and construed in accordance with the substantive laws of the State of California, without reference to conflict of laws principles. Any legal action or proceeding with respect to this Agreement must be brought in the courts of the State of

California, and or the courts of the United States of America for the District of California.