

Terms of Service for Beekeeper End Users of Website and App



Beekeeper Website and App End User Terms of Service

These Beekeeper software as a service terms (the “Terms”) are effective as of the date you (i) click a button indicating your acceptance of these Terms, or (ii) access or use the Services, whichever is the earlier. These Terms govern your access to and use of Beekeeper A.G.’s (“**Beekeeper**”, the “**Company**”, “**we**”, “**us**” or “**our**”)

internal communications software services purchased by your Organization. The Beekeeper Privacy Policy is hereby incorporated by reference. If you do not accept these Terms then you may not use the Service. Any capitalized terms not otherwise defined in these Terms shall have the meanings given in clause 9 of these Terms.

1. Services

1.1 Beekeeper provides the Services to you solely for the purposes of allowing you to communicate with your colleagues within Your Organization as part of its provision of Services to Your Organization.

1.2 In consideration of you granting us a license to use Your Data as set out in clause 4.2, we shall provide you with access to the Services in accordance with these Terms.

1.3 Additional terms and conditions of use of the Services may appear on the registration page or other pages for such Services and such terms and conditions are incorporated into these Terms by reference and are legally binding.

2. Your Obligations

2.1 You represent and warrant that you:

2.1.1 shall only access and use the Services solely for internal business purposes and in accordance with your Engagement Terms, solely during the working hours and in such manner as defined in or consistent with such Engagement Terms;

2.1.2 shall provide all necessary co-operation and information as may be reasonably required by us and/or Your Organization in order to provide the Services;

2.1.3 shall ensure that you use the Services in accordance with these Terms and any terms of use (“Fairplay Rules”) issued by Your Organization from time to time and notified to you, and comply with all applicable laws and regulations with respect to your use of the Services;

2.1.4 shall use all reasonable efforts to prevent any unauthorized access to, or use of, the Services and, in the event of any such unauthorized access or use, promptly notify us. You acknowledge that User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services, at Your Organization’s discretion;

2.1.5 shall not include any Inappropriate Content or Viruses or any other information or material, any part of which, or the accessing of which or use of which would be a criminal offense or otherwise unlawful, including the breach of any Intellectual Property Rights of any other party. Your Organization reserves the right but is not obligated to remove such content where, in Your Organization’s sole discretion, Your Organization suspect such content to be Inappropriate Content and/or in breach of the Fairplay Rules;

2.1.6 shall not include any personal data which you do not want to be made publicly available to Your Organization and all other Users and to the extent you do provide such information, neither we nor Your Organization shall be liable for any use and publishing of such data;

2.1.7 shall be solely responsible for the accuracy, completeness, design, appropriateness, creation, maintenance, and updating thereof of all Your Data in the use of the Services. Neither we nor Your Organization shall be liable for any errors or inaccuracies in any of Your Data or beyond the responsibility to accurately reproduce Your Data on your instruction; and

2.1.8 shall be responsible for obtaining all necessary licenses and consents required to use Your Data (if any, and including but not limited to those from the owners or licensees of any third party information) and as part of the Services and you warrant and represent that such licenses and consents have been obtained;

2.2 When using the Services you shall at all times:

2.2.1 keep a secure password for use of the Services, change it frequently and keep the password confidential;

2.2.2 conduct your business with the highest of ethical standards and fairness;

2.2.3 treat and communicate with all other Users in a respectful and professional manner at all times; and

2.2.4 use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and, in the event of any such unauthorized access or use, promptly notify us.

2.3 You shall ensure you shall not:

2.3.1 access, store, distribute or transmit any Viruses during the course of your use of the Services; or

2.3.2 access all or any part of the Services in order to create or build a product or service which competes in whole or part with the Services; or

2.3.3 use the Services to provide services to third parties other than Your Organization and other Users within Your Organization; or

2.3.4 reverse engineer, decompile, disassemble, modify, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the

Services, or otherwise make the Services available to any third party; or

2.3.5 interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; or

2.3.6 attempt to gain unauthorized access to the Services or their related systems or networks; or

2.3.7 at any time in connection with your use of the Services disclose any information concerning other Users that is not already contained in the public domain, except to the extent permitted by such other Users and to the extent that it is not Inappropriate Content.

2.4 In the event of breach of this clause 2, or if your Engagement Terms are terminated for any reason, both we and/or Your Organization reserve the right, without liability or prejudice to our other rights, to disable your access to the Services.

2.5 Neither we nor Your Organization shall be liable in any way whatsoever for any claims or losses, damages or costs arising out of: (i) your breach of these Terms; or (ii) your acts or omissions, including without limitation any negligent or fraudulent acts or omissions by you in connection with your use of the Services; or (iii) breach or violation by you of any applicable laws or rights of any third party.

3. No Warranty as to Service

The Services are provided “as is” and “as available” without any warranty or support whatsoever except for any support we may offer at our discretion from time to time. We do not make any representations and disclaim all warranties, express, implied or statutory, including warranties, terms and conditions of merchantability, accuracy, correspondence with description, fitness for a particular purpose or use, satisfactory quality and non-infringement.

4. Your Data

4.1 You shall own and retain full ownership of Your Data and shall have sole responsibility for the legality, appropriateness, completeness, reliability, integrity, accuracy and quality of Your Data.

4.2 Solely to provide you with the Services, you grant us and your Organization a non-exclusive, worldwide, perpetual license to host, copy, transmit and display Your Data and where applicable to incorporate Your Data with the Organization Data and Beekeeper Data only as necessary for us to provide the Services to Your Organization in accordance with these Terms.

4.3 You acknowledge that neither we nor Your Organization are obliged to edit and/or modify Your Data and are not responsible for the accuracy, completeness, appropriateness, safety or legality of Your Data or any other information or content you may be able to access using the Services, including without limitation the data of other Users of the Services. You further acknowledge that any communication with other Users while using the Services is your sole and exclusive responsibility and neither we nor your Organization will be held responsible or liable in any way for any copyright infringement or violation, or the violation of any other person's rights or the violation of any laws arising or relating to Your Data.

4.4 We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data as described in our Privacy Policy. We do not guarantee that Your Data will be free from loss, theft, misuse, or unauthorized access, disclosure, alteration or destruction. You are solely responsible for protecting your passwords, limiting access to your computers and devices, and signing out of the Services when you are not using them.

4.5 Your Organization reserves the right to remove any of Your Data which Your Organization reasonably believes breaches any laws or regulations, any third party's rights, any Fairplay Rules, or these Terms and/or is deemed Inappropriate Content. Your Organization will notify you if it removes any of Your Data in accordance with this clause.

4.6 If Your Organization installs or enables Third-Party Applications for use with Services, You acknowledge that those Third-Party Applications shall be able to access Your Data as required for the interoperation of such Third-Party Applications with the Services and any such access and use of Your Data shall be subject to the privacy policies of such Third-Party Application provider which shall be notified to you.

5. Privacy Policy

By using the Services, you acknowledge, accept and agree with all provisions of the Privacy Policy as made available by us to you. You also acknowledge and accept any privacy policy notified to you by any Third Party Applications for use with the Services.

6. Beekeeper IP Ownership

You acknowledge and agree that we and/or our licensors own all Intellectual Property Rights in the Services and all related software and applications, the Beekeeper Data. Except as expressly stated herein, these Terms do not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of our software, Services.

7. Term and Termination

7.1 These Terms are binding on you until your User subscription granted in accordance with an agreement between Your Organization and us has expired or been terminated, unless earlier terminated if you are in breach of these Terms or if your Engagement Terms are terminated.

7.2 On termination of these Terms for any reason:

7.2.1 all rights of use granted under these Terms shall immediately terminate and you shall cease the use of the Services;

7.2.2 except where we are required by law to retain a copy of Your Data in accordance with applicable law or regulations, we may destroy or otherwise dispose of any of Your Data in our possession; and

7.2.3 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

8. General

8.1 You are contracting with Beekeeper AG, Höggerstrasse 65, 8037 Zürich, Switzerland.

8.2 All disputes arising out of or in connection with these Terms shall be governed by substantive Swiss law excluding the conflict of law rules and the Laws in treaties including but not limited to the Uniform Law on Purchases (Vienna treaty). The Commercial Court of the Canton of Zurich shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Terms.

8.3 The parties are independent contractors and these terms not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

8.4 There are no third-party beneficiaries to these Terms.

8.5 No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right.

8.6 If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

8.7 You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior written consent. We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or our obligations under these Terms. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

9. Definitions

Beekeeper Data: any meta data extracted by us from your use of the Services to be used to provide the Services and any feedback or suggestions from you to us relating to the Services;

Engagement Terms: means the contractual terms signed between you and Your Organization governing your professional working relationship with Your Organization.

Inappropriate Content: content which (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, color, religious

belief, sexual orientation or disability; or (f) causes damage or injury to any person or property;

Intellectual Property Rights: including without limitation, rights in patents, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights arising anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights;

Organization Data: all data relating to and owned by Your Organization as governed by the terms of your engagement with Your Organization and including all information or data exchanged by Your Organization with its Users or between Users through the Services.

Services: our internal communications software as a service offering made available to you to use in accordance with these Terms without charge, including: (i) access to the Beekeeper Data; and (ii) access to the Beekeeper hosting platform, as may be amended from time to time by agreement between us and Your Organization.

Third-Party Applications; means online applications and offline software products that are provided by third parties and interoperate with the Services;

Users: means any individual who is authorized by Your Organization to use the Services, for whom a subscription to the Service has been purchased and an account created, and includes employees, consultants, contractors and agents;

Virus: any thing or device (including any software, code, file or program) which may prevent, impair or otherwise adversely affect the access to or operation, reliability or user experience of any computer software, hardware or network, any

telecommunications service, equipment or network or any other service or device, including worms, trojan horses, viruses and other similar things or devices;

Your Data: the data and information you provide to us and/or inputted by you into the Service for the purpose of creating a User account, but excluding the Organization Data and Beekeeper Data.

Your Organization: means the organization which employs you, or engages you as a consultant, contractor or agent and has subscribed to our Services.

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GDPR Compliance
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