

## Terms of Service

The following terms and conditions govern all use of the [www.getbeamer.com](http://www.getbeamer.com) website (hereafter "Beamer") and all content, services, and products available at or through the website. Our Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Beamer's Privacy Policy) and procedures that may be published from time to time by Beamer (collectively, the "Agreement"). You agree that we may automatically upgrade our Services, and these terms will apply to any upgrades.

Please read this Agreement carefully before accessing or using our Services. By accessing or using any part of our services, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access or use any of our services. If these terms and conditions are considered an offer by Beamer, acceptance is expressly limited to these terms.

Our Services are not directed to children younger than 13, and access and use of our Services is only offered to users 13 years of age or older. If you are under 13 years old, please do not register to use our Services. Any person who registers as a user or provides their personal information to our Services represents that they are 13 years of age or older.

Use of our Services requires a Beamer account. You agree to provide us with complete and accurate information when you register for an account. You will be solely responsible and liable for any activity that occurs under your username. You are responsible for keeping your password secure.

### 1. Beamer

**Your Beamer Account.** If you create an account on Beamer, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account. You must immediately notify Beamer of any unauthorized uses of your account, or any other breaches of security. Beamer will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

**Responsibility of Contributors.** If you post material to Beamer, post links on Beamer, or otherwise make (or allow any third party to make) material available (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content or your conduct. That is the case regardless of what form the Content takes, which includes, but is not limited to text, photo, video, audio, or code. By using Beamer, you represent and warrant that your Content and conduct do not violate these terms. By submitting Content to Beamer for inclusion on your account, you grant Beamer a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing, and promoting your changelog. If you delete Content, Beamer will use reasonable efforts to remove it from Beamer, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, Beamer has the right (though not the obligation) to, in Beamer's sole discretion, (i) reclaim your username or website's URL due to prolonged inactivity, (ii) refuse or remove any content that, in Beamer's reasonable opinion, violates any Beamer policy or is in any way harmful or objectionable, or (iii) terminate or deny access to and use of Beamer to any individual or entity for any reason. Beamer will have no obligation to provide a refund of any amounts previously paid.

**HTTPS.** We offer free HTTPS on all Beamer accounts by default, including those using custom domains. By signing up and using a custom domain on Beamer, you authorize us to act on the domain name registrant's behalf (by requesting the necessary certificates, for example) for the sole purpose of providing HTTPS on your site.

**Attribution.** Beamer reserves the right to display attribution text or links in your site footer or toolbar, attributing Beamer, for example. The toolbar may not be altered or removed. Attribution text or links may only be hidden if you are subscribed to Beamer Startup or Pro.

**General Terms.** Optional paid services such as extra features are available (any such services, an "Upgrade"). By selecting an Upgrade you agree to pay Beamer the monthly or annual subscription fees indicated for that service. Payments will be charged on a pre-pay basis on the day you sign up for an Upgrade and will cover the use of that service for a monthly or annual subscription period as indicated.

**Automatic Renewal.** Unless you notify Beamer before the end of the applicable subscription period that you want to cancel an Upgrade, your Upgrade subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee for such Upgrade (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Upgrades can be canceled at any time in the Upgrades section of your website's settings.

## **2. Beamer (“Services”).**

**Description.** Beamer is an embeddable script that connects your website (web-app, or otherwise) to Beamer’s infrastructure to give you access to Beamer’s features (including but not limited to sidebar, newsfeed, analytics, web push notifications).

## **3. Responsibility of Visitors.**

Beamer has not reviewed, and cannot review, all of the user generated content, including computer software, posted to our Services, and cannot therefore be responsible for that material’s content, use or effects. By operating our Services, Beamer does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful, or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Our Services may contain user generated content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Our Services may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Beamer disclaims any responsibility for any harm resulting from the use by visitors of our Services, or from any downloading by those visitors of content there posted.

## **4. Content Posted on Other Websites.**

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which Beamer links, and that link to Beamer. Beamer does not have any control over those non-Beamer websites, and is not responsible for their contents or their use. By linking to a non-Beamer website, Beamer does not represent or imply that it endorses such website. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Beamer disclaims any responsibility for any harm resulting from your use of non-Beamer websites and webpages.

## **5. Copyright Infringement.**

As Beamer asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Beamer violates your copyright, you are encouraged to notify Beamer. Beamer will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Beamer will terminate a

visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Beamer or others. In the case of such termination, Beamer will have no obligation to provide a refund of any amounts previously paid to Beamer.

## **6. Intellectual Property.**

This Agreement does not transfer from Beamer to you any Beamer or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with Beamer. Beamer, www.getbeamer.com, the Beamer logo, and all other trademarks, service marks, graphics and logos used in connection with Beamer or our Services, are trademarks or registered trademarks of Beamer or Beamer's licensors. Other trademarks, service marks, graphics and logos used in connection with our Services may be the trademarks of other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use any Beamer or third-party trademarks.

## **7. Changes.**

We are constantly updating our Services, and that means sometimes we have to change the legal terms under which our Services are offered. If we make changes that are material, we will let you know by posting on our changelog, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

## **8. Termination.**

Beamer may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your www.getbeamer.com account (if you have one), you may simply discontinue using our Services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **9. Disclaimer of Warranties.**

Our Services are provided "as is." Beamer and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Beamer nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted.

Beamer will use commercially reasonable efforts to make the Services secure, free of viruses or other harmful code, uninterrupted and error free, however, Users acknowledge that Beamer provides no warranty as to this.

## **10. Limitation of Liability.**

In no event will Beamer, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Beamer under this agreement during the twelve (12) month period prior to the cause of action. Beamer shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## **11. General Representation and Warranty.**

You represent and warrant that (i) your use of our Services will be in strict accordance with the Beamer Privacy Policy, with this Agreement, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of our Services will not infringe or misappropriate the intellectual property rights of any third party.

## **12. Indemnification.**

You agree to indemnify and hold harmless Beamer, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of our Services in contravention of these Terms.

## **13. Translation.**

These Terms of Service were originally written in English (US). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms of Service and the English version, the English version will control.

## **14. Jurisdiction.**

This Agreement shall be governed by the laws of Delaware, United States of America and subject to the exclusive jurisdiction of the courts of Delaware, United States of America.