Terms of Service.

The following terms and conditions govern all use of the **www.getbeamer.com** website and application (hereafter *"Beamer"* or *"the Developer"*) and all content, services, and products available at or through the website. Beamer is produced and wholly owned by Joincube, Inc. This agreement is between Joincube, Inc. and the Client (also known as "the Operator"). 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 (the "User") 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.

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. General Terms.

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, boosted announcements, email notifications).

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. The Client agrees to make payments for the services in advance at the beginning of each period. In the event that the respective payment is not made, the Developer has the right to block

access to the exclusive content of the contracted plan within 30 days of the failed payment. Additionally, the client must pay the amount of the corresponding payment along with a penalty of 1% for every day it is overdue. The Client is able to cancel the service at any moment, without any refund of subscriptions for months already paid from the developer.

2. Guarantees and Levels of Service (SLA).

The Developer offers a guarantee of the functionality of the platform for use made in accordance with the terms and conditions of this proposal and its Annexes.

The Developer guarantees a monthly service availability rate of 97%.

The monthly service availability rate will not be affected, and the Developer will not be held responsible for performance or availability problems:

1. As a result of factors beyond the reasonable control of the Developer (for example, a network or device error on the client's end, between our servers and the Client's, or failing of the internet Developer of the Client or the Developer;

2. As a result of the Client or a third party's hardware, software, or services.

3. As a result of the actions or omissions of the Client or a third party.

4. During use of the preliminary versions (ex. preliminary technical versions, alfa versions, beta, as determined by the Developer);

5. Attributed to the actions or omissions of the client or their employees, agents, contractors, suppliers, representatives, or any other person who obtains access to the Platform through the passwords and equipment of the Client.

Complaints about the unavailability of the servers of the Platform. The client will provide the Developer with all of the reasonable details related to the claim, including, but not limited to, detailed descriptions of the incident, the duration, network tracking routes, and any attempts by the Client to resolve the incident. The client must present any claim with sufficient evidence to support it.

The Developer provides all of the reasonable information necessary for validating the claim and will use good judgment in determining if the level of service guaranteed applies to the claim. In the affirmative case, the platform's downtime will be added to the current month's bill.

The Developer will reimburse the Client a maximum of 25% of the monthly bill if the Platform's imputable downtime according to the levels of service is less than 97%. The reimbursement will be made in the form of a discount to the monthly bill following the month affected by the claim.

The Developer will provide technical assistance, correction of bugs and training in order to resolve any problems that can come with launching the platform for the Client. It will also create the necessary manuals so that the Client can train its own dependents to use the Platform, provided that the manuals and tutorials available within the Platform itself prove to not be sufficient, at the discretion of the Client.

3. Responsibility of Users and 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.

The user confirms and guarantees that he/she is at least thirteen (13) years of age, and if he/she is under 13, he/she cannot, under any circumstance, use the platform. The Developer and Operator may, at anytime, refuse to offer the services of the Platform to any person or entity and change the eligibility criteria at anytime.

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.

Beamer hereby declares to possess the rights, licenses and pertinent authorizations to the necessary tools for the development and implementation of the Platform. The intellectual property of all development will be exclusively the property of the developer.

Beamer grants to the Client a non-transferable, non-sub-licensable, non- exclusive, temporary, territorially limited and onerous license for the use of the Platform and all modifications and adaptations made. The

license is restrictive and does not include the power to exploit the Platform or use the Platform for anything other than the situations defined in these Terms and Conditions. The license of use implies both the possibility of using the application by the members, contractors, employees, users, of the client, as well as the possibility of inviting users to participate in the same application. In any case the user must accept the Terms of Service for which the developer will grant each user a limited license of use.

The Platform and any of its parts may not be reproduced, duplicated, copied, sold, resold, license, rented, or exploited in any way, for any commercial purpose, without the prior, written, and express consent of the Developer. The Operator and User understand and accept that the Platform is licensed for use (and not sold), only in the terms described in these Terms of Service. The User may not directly or indirectly copy, decompile, reverse engineer, disassemble, attempt to exploit the code, modify or create tasks derived from the Platform or its parts.

All text, graphics, user interface, visual interface, photograph, brand, logo, sound, music, illustration, content and programming code, whether source or object included, among other aspects, design, structure, expression, "aspect and appearance" and the disposal of such content on the platform, is exclusive property of Beamer or licensed by Beamer, and is protected by copyright, patent, trademark, and international intellectual property treaties.

Beamer recognizes the account Operator as the sole owner of the intellectual property of the information shared by the Users on that account.

7. Confidentiality.

For the effects of these Terms and Conditions, the Parties understand by "Confidential Information" the non-public information that the Developer identifies as confidential or that in the event of being revealed, should be treated as confidential. Confidential Information includes, without limit to, information related to the Developer's software or hardware products, irrespective of whether they have been released for sale, offered in the market or promoted in any way; the practices or commercial policies of the Developer; its technical and financial knowledge; source and object codes; plans for future products; commercialization plans; specifications; formulas; settings for teams and networks; business strategy; inventions; discoveries; improvements; industrial secrets; interfaces; graphic designs; GUI; client data; users and employees; general "know-how"; drawings and models; algorithms; pricing information; ideas and any other information

belonging to or in possession of the Developer, whether supplied by the Client or any other manner. For the effects of these Terms and Conditions, all the information that is provided to the Client or that the Client becomes aware of during the use and implementation of the Platform for the Client, whether the information belongs to the Developer or a Third Party, will be considered Confidential Information, without any need to indicate it as such.

Notwithstanding the above, the following will not be considered Confidential Information: information that (i) is or becomes public and available in such a way that it does not constitute a violation by the Client of any obligation to the Developer; (ii) or that was known by the Client before the Developer made the Client aware of said information; (iii) or that the Client became aware of by a different source than the Developer and that would not represent a violation of any confidentiality obligation to the Developer or (iv) that has been developed independently by the Client.

The Client declares to know that the Confidential Information is private and its disclosure would cause irreparable damage to the Developer, its partners or clients. As such, the Client will not reveal any Confidential Information to third parties, under any circumstance, without previous written authorization from the Developer.

The Client is expressly obligated to take all the necessary measures to protect, under the strictest confidentiality, all the Confidential Information that they are supplied with, and must take measures that as at least as effective as the measures they take to protect their own Confidential Information. In particular, the Client must protect the Confidential Information from illicit acts by third parties, such as thievery or spying. If by a judicial order the Client is obligated to share all or part of the Confidential Information, the Client will be able to comply with this requirement having previously notified the Developer within twenty four (24) hours of receiving the judicial notification in the interest of the Client proceeding to take the actions that are necessary to protect their interests.

The obligations of confidentiality and the use of confidential information contained in these Terms and Conditions have an indefinite validity.

The Parties recognize that the Developer will suffer an irreparable damage as a consequence of the violation of the obligations contemplated here, and as such any breach by the Client of the assumed obligations in these Terms and Conditions will enable the Developer to take the necessary legal actions to reclaim the losses and damages that the Client inflicted or could inflict, including all Lawyer's fees and costs incurred by the Developer.

The Developer will be able to use the implementation of the Platform by the Client for marketing uses, such as case studies, provided that it is for lawful purposes and that in no case the image and prestige of the Client is affected.

8. User Responsibility.

To use the Platform, the User must have been invited by an Administrator User and provide true, accurate, current and complete personal information.

The Developer and the Operator reserve the right, without prior notice:

1. to determine the functions, services, appearance or other characteristics that will be available for the users use within the Platform, and

2. to add, modify or remove any content, material and/or functionality that is available on the Platform at any time and for any reason;

3. suspend or remove User accounts, including their content, that have been reported for misuse of the Platform;

4. suspend and/or delete the accounts, including their content, of Users in which there has been improper use of the Platform, including falsification of identity or affiliation with any person or entity, including the use of the username and password of another person or other account information.

The User is solely responsible for all the activity performed by him/her or anyone who uses his/her account. If you believe that your account has been compromised, you should immediately contact the Operator by email at the address indicated at the end of these Terms of Service.

The User agrees to use the Platform in accordance with these Terms of Service, the Acceptable Use Policies, the regulations that apply to the Operator and /or the activity of the Operator, and the instructions of use that the Operator imparts by any means.

The User may not use the Platform to violate the rights of third parties, including copyrights, and is therefore only permitted to upload contents for which he/she owns the intellectual and/or industrial property rights and/or authorizations of the holders of said rights.

The User agrees to hold the Developer and the Operator, its representatives, employees, directors and suppliers not responsible for any claim, liability, loss or claim, including attorneys' fees, arising out of or in relation to the content that the User Generates and shares in the Platform; the use of the data and personal information accessed through the Platform; to the violation of any of the conditions of these Terms of Service and its attached documents; or to the violation of the rights of another person or entity.

9. Changes.

We are constantly updating our Services, and that means sometimes we have to change the legal terms under which our Services are offered including these Terms of Service. 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.

10. 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.

11. Disclaimer of Warranties.

Our Services are provided "as is." The Developer 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.

The Developer 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.

The Developer shall not be responsible for the content or information that may be accessed through the Platform.

The Developer provides the Platform to the Operator for its own organization and the exchange of information by its Users. The Developer does not control or examine the content generated by Users, does not guarantee that such content is appropriate and /or that it does not violate legal provisions and /or that do not contain malicious code.

The Developer is not obligated to verify the identity of the Users, and is reason why it will not be responsible in any case of illegitimate interposition of identity.

The Developer will not be responsible for any circumstance that are outside its control or its possibility of knowing, such as the malfunctioning of the Platform due to congestion of the networks, the use of obsolete equipment by the Users, etc.

The Developer shall not be liable for any direct or indirect damages arising from the use of the Platform, or for any other claim related to any other way in which the User uses the Platform, nor for the performance thereof, nor for errors or omissions in any content, nor for loss or damage of any kind caused by the use of content sent, transmitted or otherwise accessible through the Platform.

The Developer will not be liable directly or indirectly for any loss or damage caused to the User in relation to any content, information, opinion, recommendation or advice expressed by a third party within the Platform.

12. 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.

13. 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.

14. General Conditions.

If any part of these Terms and Conditions is illegal, null or inapplicable, said term will be considered separable from the Terms and Conditions and will not affect the validity and applicability of the rest of the terms.

The allowance of any breach of these Terms and Conditions will not imply an acceptance of future breaches with respect to these obligations.

15. 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.

16. 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.

17. 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.

Addendum: Acceptable Use Policies.

When using the Platform, users must behave in a civilized and respectful manner with other users. Users agree not to use the platform for any purpose that is in conflict with the Terms of

Use and these Acceptable Use Policies, prohibited activities include, but are not limited to, the following:

1. Using the platform for any purpose that violates Provincial, National and / or Municipal laws, regulations and / or decrees, including pornography, fraud, obscene material trafficking, drug trafficking, gambling and spamming (continuous publication of repetitive text);

2. Using the platform to promote content related to cryptocurrencies and similar financial instruments.

3. Using the platform to promote content related to social media marketing, "panel" or the buying and selling of "likes" and other social media engagement actions.

4. Posting content on the platform that infringes the intellectual property rights, privacy, trade secrets, patents, trademarks or any other third party rights, of the supplier or the operator.

5. Posting content on the platform that is undue, illegitimate, false, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, embarrassing or offensive towards other persons, both physical and fictional, and at the discretion of the Operator or Supplier.

6. Publishing content that constitutes cyber-bullying, which will be determined at the sole discretion of the Operator or the Supplier.

7. Publishing content that represents a dangerous behavior, that can threaten people's safety, or that is risky in any sense.

8. Posing as another person when posting content, or using the platform in any way that is misleading or confusing to others.

9. Using any information obtained through the platform in order to contact, advertise, solicit, or sell to any user without prior express consent;

10. Trick, defraud or deceive the Developer, Operator or other users of the platform, especially to try to obtain confidential account information, such as passwords;

11. Harassing, intimidating or threatening the employees of the Supplier or the Operator, or the representatives who participate in the provision of any part of the platform;

12. Interfere, interrupt or create an excessive load on the website or on the platform; Either from a single computer, or through the use of terminals controlled by the person creating the load (for example, an attack on the service).

13. Skipping, avoiding, or attempting to skip or avoid any measures we use to prevent or restrict access to the platform.

14. Publishing content or files containing malicious code such as viruses, malware, trojans, keyloggers and any other destructive software.

15. Disguising the origin of any information or query transmitted through the website or the use of tools to anonymize its Internet protocol address, or "IP address" (for example: an anonymous proxy) to access the Platform;

16. Posting offensive comments related to race, national origin, ethnic, cultural, religious, gender, sexual preference or physical disability;

17. To demean, disparage, discredit, or damage in any way, at the sole discretion of the Supplier or the Operator, the Supplier, Operator and / or platform;

18. Incite or encourage others to do any of the activities described in this document.

BREACH OF THESE TERMS WILL IMPLY IMMEDIATE TERMINATION OF USER'S ACCOUNT.