

<https://www.bibecoffee.com>

## Terms of Use

This is an agreement between you or your business (hereinafter "You") and BibeCoffee Company (hereinafter "BibeCoffee") governing your use of the services that BibeCoffee platform offers (hereinafter "BibeCoffee Services").

### BibeCoffee Services

We provide online monitoring services and a set of supplementary. You may use the BibeCoffee Services for your personal and business use or for internal business purpose in the business unit that you represent. You may connect to the BibeCoffee Services using any Internet browser supported by the BibeCoffee Services. Access to the Internet and any other equipment needed to use the BibeCoffee Services is your responsibility.

### Modification of Terms of Use

We may modify the Terms upon notice to you at any time. You will be noticed of any such modification by email or by publishing the changes on the website [www.bibecoffee.com](http://www.bibecoffee.com). You may terminate your use of the BibeCoffee Services if the Terms are modified in a manner that substantially affects your rights in connection with use of the BibeCoffee Services. Your continued use of a Service after notice of any change to the Terms will be deemed to be your agreement to the amended Terms.

### User Sign Up Obligations

You need to sign up for a user account in order to access or use the BibeCoffee Services. If you represent an organization and wish to use the BibeCoffee Services, we recommend that you use your corporate email address. You agree to: a) provide true, accurate and current information about yourself as prompted by the sign up process; and b) maintain and promptly update the information provided during sign up to keep it true, accurate and current. If you provide any information that is untrue, inaccurate or outdated, or if BibeCoffee has reasonable grounds to suspect that such information is untrue, inaccurate or outdated, BibeCoffee can terminate your user account without further notice and refuse current or future use of the BibeCoffee Services.

We reserve the right to deactivate unverified user accounts (i.e. accounts for which the email address has not go through our verification process) within a reasonable time period (e.g. 10 days after the account was created). In the event of such a deactivation, the account holder may contact BibeCoffee within the following 30 days requesting a reactivation. Otherwise, BibeCoffee reverses the right to delete the deactivated account and all data associated with it. BibeCoffee reserves the right to refuse an account reactivation request, especially in the event of continuous verification failures on behalf of the account owner.

### User Data & Privacy Policy

Please refer to BibeCoffee privacy policy, for information on how BibeCoffee collects, uses and discloses personally identifiable information from its Users. By using the

BibeCoffee Services you agree to our use, collection and disclosure of personally identifiable information in accordance with the Privacy Policy.

### **Restrictions on Use**

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer or otherwise make available to any third party the BibeCoffee Services; (ii) provide any service based on the BibeCoffee Services without prior written permission; (iii) use the BibeCoffee Services for spamming and other illegal purposes.

### **Spamming and Illegal Activities**

You agree to be solely responsible for the contents of your transmissions through the BibeCoffee Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right to terminate your access to the BibeCoffee Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

### **Disclaimer of Warranties**

You understand and agree that the use of the BibeCoffee services is at your sole risk. BibeCoffee expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. BibeCoffee makes no warranty that the Services will be uninterrupted, timely, secure or virus free. Use of any material downloaded or obtained through the use of the BibeCoffee Services shall be at your own risk, and you will be solely responsible for any damage to your computer system, mobile telephone, wireless device or data that results from the use of the BibeCoffee Services or the download of any such material.

### **Limitation of Liability**

You agree that BibeCoffee shall, in no event, be liable for any consequential, incidental, indirect, special, punitive, or other loss or damage whatsoever or for loss of business profits, business interruption, computer failure, loss of business information, or other loss arising out of or caused by your use of or inability to use any of the BibeCoffee Services, even if BibeCoffee has been advised of the possibility of such damage. Your sole and exclusive remedy for any dispute with BibeCoffee related to any of the Services shall be termination of such Service. In no event shall BibeCoffee entire liability to you in respect of any Service, whether direct or indirect, exceed the fees paid by you towards such Service.

### **Suspension and Termination**

We may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. We will also terminate your user account on your request. In addition, we reserve the right to terminate your user account and deny the Services upon reasonable belief that you have violated the

Terms. Termination of user account will include denial of access to all BibeCoffee Services, deletion of information in your user account such as your e-mail address and password and deletion of all data in your user account