



## Terms of Service

PLEASE READ THE FOLLOWING TERMS OF SERVICE (the "TERMS") CAREFULLY BEFORE USING DEMILEC (USA) LLC® [known hereinafter as DEMILEC (USA)] DEVELOPED SOFTWARE KNOWN AS BEE COMPLETE™.

## Purpose of Agreement

The DEMILEC (USA) developed software known as BEE COMPLETE is made available to you by DEMILEC (USA) subject to the following Terms. DEMILEC (USA) may also offer other services under different terms of service. DEMILEC (USA) Services are made available by DEMILEC (USA) only to persons who are thirteen (13) years of age or over. By using the services you represent that you are thirteen (13) years of age or over.

## Description of Service

DEMILEC (USA) provides users with access to an array of services for online collaboration and management including, database application creator, customer relationship management application and project management application (the "Service" and "Services"). You may connect to the Services using any Internet browser. You are responsible for obtaining access to the Internet and the equipments necessary to use the Services. You may create, edit, publish and share the contents of your DEMILEC (USA) Accounts.

## Modification of Terms of Service

DEMILEC (USA) may modify its Terms of Service upon notice to you at any time. These modifications may include, without limitation, payment for the Services. You will be provided notice of any such modification by either electronic mail or by publishing the changes on the website. You will be provided the option to terminate your use of the Services, if DEMILEC (USA) modifies the Terms in a manner that substantially affects your rights in connection with use of the Services. Your continued use of the Service, after notice of any change to the Terms of Service, will be deemed to be your agreement to the amended Terms.

## Member Registration Obligations

In consideration of your use of the Services, you agree to: a) provide true, accurate, current and complete information about yourself, as prompted by the Registration Process "Registration Data"; and b) maintain and promptly update your Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if DEMILEC (USA) has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, DEMILEC (USA) has the right to terminate your Account and refuse current or future use of any or all of the Services.

## Personal Information and Privacy

Personal information you provide to DEMILEC (USA) through the Service is governed by DEMILEC (USA) Privacy Policy and applicable laws related to personal information. Your election to use the Service indicates your acceptance of the terms of the DEMILEC (USA) Privacy Policy. You are responsible for maintaining the confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your Account and you agree to notify DEMILEC (USA) immediately of any unauthorized use of your Account. DEMILEC (USA) is in no way responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your Account, or otherwise.

## Communications from DEMILEC (USA)

The Service may include certain communications from DEMILEC (USA), such as service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving mails from us. However, this may prevent us from providing effective service to you.

## Fees and Payments

DEMILEC (USA) reserves the right at any time to charge or modify fees or access to portions or all of the Services. However, such fees shall not be charged unless your prior agreement to pay such charges is obtained. Thus, if at any time DEMILEC (USA) requires a fee for any of the Services, you will be given reasonable advance notice of such fees and the opportunity to cancel your membership before such charges are imposed. If you elect not to pay such fees, DEMILEC (USA) shall have the right to cease providing such Service to you.

## Restriction of Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer or otherwise make the service available to any third party the Services; (ii) provide any service based on our Services without prior written permission from DEMILEC (USA); (iii) use the third party links to sites without agreeing to their website terms & conditions; (iv) post links to third party sites or use their logo, company name, etc. without their prior written permission; or (v) use the Services for spamming and other illegal purposes.

## Data Ownership

We respect your right to ownership of content created or stored by you. Your use of the Services does not grant DEMILEC (USA) the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your Account for DEMILEC (USA)'s commercial, marketing or any similar purpose unless authorized by you in writing.

## User Generated Content

You may transmit or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content that you may receive from other users of the Services, is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Services you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that Demilec (USA) shall have the right to block access to or remove such content made available by you, if Demilec (USA) becomes aware of or receives complaints concerning any illegality or infringement of third party rights in such content. By using the any of the Services and transmitting or publishing any content using such service, you expressly consent and designate Demilec (USA) as your agent in determining questions of illegality or infringement of third party rights in and to such content.

## Trademark

DEMILEC (USA) , DEMILEC (USA) logo, Bee Complete, and Bee Complete logo are trademarks of DEMILEC (USA) LLC. You agree not to display or use, in any manner, the DEMILEC (USA) trademarks, without DEMILEC (USA)'s prior permission.

## Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. DEMILEC (USA) 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. DEMILEC (USA) 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 SERVICES SHALL BE AT YOUR OWN DISCRETION AND 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 SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM DEMILEC (USA), ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

## Limitation of Liability

YOU AGREE THAT DEMILEC (USA) 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 THE SERVICE, EVEN IF DEMILEC (USA) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH DEMILEC (USA) RELATED TO ANY OF THE SERVICES SHALL BE TERMINATION OF SUCH SERVICE. IN NO EVENT SHALL DEMILEC (USA)'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID YOU TOWARDS SUCH SERVICE.

## Indemnification

You agree to indemnify and hold harmless DEMILEC (USA), its parents, subsidiaries, affiliates, officers, directors, shareholders, members, partners, employees, agents, attorneys, predecessors, assigns and successors, from and against any and all claims, causes of action, demands, damages, payments, losses, obligations, attorney's fees, costs and rights, of whatever character, whether known or unknown, that now exist or have existed in the past, as well as those that arise hereafter, or which have not accrued but which may arise out of or relate to any claims that you have pertaining to the use of said services, or in violation of another party's rights, or in violation of any law, or in violation of any of the provisions of the terms of Service, or any other claim related to your use of the Services.

## Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in Dallas, Texas and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, DEMILEC (USA) may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

## Termination

You agree that DEMILEC (USA) may terminate your Member Account and access to the Services for reasons including, but not be limited to, failure to maintain member registration obligations, not making a purchase of DEMILEC (USA)'s insulation products within a 90 day period, failing to be current on all payments to DEMILEC (USA), breaches or violations of the Terms or the DEMILEC (USA) Privacy Policy, a request by you to terminate your Account, discontinuance or material modification to the Services, unexpected technical issues or problems, 90 day of inactivity, and requests by law enforcement or other government agencies. Termination of your DEMILEC (USA) Account includes elimination of access to the Service, deletion of your Account information such as your e-mail ID and Password and deletion of data in your Member Account as permitted or required by law.

## End of Terms of Service