

Terms and Conditions

Terms of Service

Last Updated: May 1, 2020

Introduction

The Terms and Conditions (“**Terms**”) describe how **Beard LLC in Austin, Texas** (“**Company**,” “**we**,” and “**our**”) regulates your use of this App [Beard] (the “**App**”). Please read the following information carefully to understand our practices regarding your use of the App. The Company may change the Terms at any time. The Company may inform you of the changes to the Terms using the available means of communication. The Company recommends you to check the App frequently to see the actual version of the Terms and their previous versions.

If you represent a legal entity, you certify that you are entitled by such a legal entity to conclude the Terms as the legal entity you represent.

Privacy Policy

Our Privacy Policy is available on a separate page. Our Privacy Policy explains to you how we process information about you. You shall understand that through your use of the App you acknowledge the processing of this information shall be undertaken in accordance with the Privacy Policy.

Your Account

When using the App, you shall be responsible for ensuring the confidentiality of your account, password and other credentials and for secure access to your device. You shall not assign your account to anyone. The Company is not responsible for unauthorized access to your account that results from misappropriation or theft of your account. The Company may refuse or cancel service, terminate your account, and remove or edit content.

The Company does not knowingly collect personal data from persons under the age of 16 (sixteen). If you are under 16 (sixteen) years old, you may not use the App and may not enter into the Terms under any circumstances.

Services

The App allows you to use Services available on the App. You shall not use the services for the illegal aims.

We may, at our sole discretion, set fees for using the App for you. All prices are published separately on relevant pages on the App. We may, at our sole discretion, at any time change any fees.

We may use certified payment systems, which also may have their commissions. Such commissions may be implied on you when you choose a particular payment system. Detailed information about commissions of such payment systems may be found on their Apps.

Third Party Services

The App may include links to other Apps, applications, and platforms (hereinafter the "**Linked Sites**").

The Company does not control the Linked Sites, and shall not be responsible for the content and other materials of the Linked Sites. The Company makes these links available to you for providing the functionality or services on the App.

Prohibited Uses and Intellectual Property

The Company grants you a non-transferable, non-exclusive, revocable license to access and use the App from one device in accordance with the Terms. You shall not use the App for unlawful or prohibited purpose. You may not use the App in a way that may disable, damage, or interfere in the App.

All content present on the App includes text, code, graphics, logos, images, compilation, software used on the App (hereinafter and hereinbefore the "**Content**"). The Content is the property of the Company or its contractors and protected by intellectual property laws that protect such rights. You agree to use all copyright and other proprietary notices or restrictions contained in the Content and you are prohibited from changing the Content.

You may not publish, transmit, modify, reverse engineer, participate in the transfer, or create and sell derivative works, or in any way use any of the Content. Your enjoyment of the App shall not entitle you to make any illegal and disallowed use of the Content, and in particular you shall not change proprietary rights or notices in the

Content. You shall use the Content only for your personal and non-commercial use. The Company does not grant you any licenses to the intellectual property of the Company.

The Company Materials

By posting, uploading, inputting, providing or submitting your Content you are granting the Company to use your Content in connection with the operation of Company's business including, but not limited to, the rights to transmit, publicly display, distribute, publicly perform, copy, reproduce, and translate your Content; and to publish your name in connection with your Content.

No compensation shall be paid with regard to the use of your Content. The Company shall have no obligation to publish or enjoy any Content you may send us and may remove your Content at any time.

By posting, uploading, inputting, providing or submitting your Content you warrant and represent that you own all of the rights to your Content.

Disclaimer of Certain Liabilities

The information available via the App may include typographical errors or inaccuracies. The Company shall not be liable for these inaccuracies and errors.

The Company makes no representations about the availability, accuracy, reliability, suitability, and timeliness of the Content contained on and services available on the App. To the maximum extent allowed by the applicable law, all such Content and services are provided on the "as is" basis. The Company disclaims all warranties and conditions regarding this Content and services, including warranties and provisions of merchantability, fitness for a certain purpose.

To the maximum extent permitted by the applicable law, in no event shall the Company be liable for any direct, indirect, incidental, consequential, special, punitive damages including, but not limited to, damages for loss of enjoyment, data or profits, in the connection with the enjoyment or execution of the App in the context of the inability or delay to enjoy the App or its services, or for any Content of the App, or otherwise arising out of the enjoyment of the App, based on contract and non-contract liability or other reason.

If the exclusion or limitation of liability for damages, whether consequential or incidental, are prohibited in a particular case, the exclusion or limitation of liability shall not apply to you.

Indemnification

You agree to indemnify, defend and hold harmless the Company, its managers, directors, employees, agents, and third parties, for any costs, losses, expenses (including attorneys' fees), liabilities regarding or arising out of your enjoyment of or inability to enjoy the App or its services and Company's services and products, your violation of the Terms or your violation of any rights of third parties, or your violation of the applicable law. The Company may assume the exclusive defense and you shall cooperate with the Company in asserting any available defenses.

Termination and Access Restriction

The Company may terminate your access and account to the App and its related services or any part at any time, without notice, in case of your violation of the Terms.

Miscellaneous

The governing law of the Terms shall be the substantive laws of the country where the Company is set up, except the conflict of laws rules. You shall not use the App in jurisdictions that do not give effect to all provisions of the Terms.

No joint venture, partnership, employment, or agency relationship shall be implied between you and the Company as a result of the Terms or use of the App.

Nothing in the Terms shall be a derogation of the Company's right to comply with governmental, court, police, and law enforcement requests or requirements regarding your enjoyment of the App.

If any part of the Terms is determined to be void or unenforceable in accordance with applicable law then the void or unenforceable clauses will be deemed superseded by valid and enforceable clauses shall be similar to the original version of the Terms and other parts and sections of the Terms shall be applicable to you and the Company.

The Terms constitute the entire agreement between you and the Company regarding the enjoyment of the App and the Terms supersede all prior or communications and offers, whether electronic, oral or written, between you and the Company.

The Company and its affiliates shall not be liable for a failure or delay to fulfill its obligations where the failure or delay results from any cause beyond Company's reasonable control, including technical failures, natural disasters, blockages, embargoes, riots, acts, regulation, legislation, or orders of government, terroristic acts, war, or any other force outside of Company's control.

In case of controversies, demands, claims, disputes, or causes of action between the Company and you relating to the App or other related issues, or the Terms, you and the Company agree to attempt to resolve such controversies, demands, claims, disputes, or causes of action by good faith negotiation, and in case of failure of such negotiation, exclusively through the courts of the country where the Company is set up.

Complaints

We are committed to resolve any complaints about our collection or use of your personal data. If you would like to make a complaint regarding this Terms or our practices in relation to your personal data, please contact us through our App. We will reply to your complaint as soon as we can and in any event, within 30 days. We hope to resolve any complaint brought to our attention, however if you feel that your complaint has not been adequately resolved, you reserve the right to contact your local data protection supervisory authority.

Contact Information

We welcome your comments or questions about our Terms. You may contact us in writing or on our website <http://yourbcard.com> (the “Website”).

Terms of Use

Effective as of May 1, 2020.

Welcome to the Bcard LLC (the "Service"). The following Terms of Use apply when you view or use the Service located at: <http://yourbcard.com>. Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, you may not access or use the Service.

PRIVACY POLICY

The company respects the privacy of its Service users. Please refer to the Company's Privacy Policy which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to this Privacy Policy.

REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE

You need to be at least 16 years old to register for and use the Service.

If you are a user who signs up for the Service, the company will create a personalized account, which includes a unique username and a password to access the Service and allow you to receive messages from the Company. You agree to notify us immediately of any unauthorized use of your password and/or account. The Company will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your member name, password and/or account.

USE RESTRICTIONS.

Your permission to use the Site is conditioned upon the following Use Restrictions and Conduct Restrictions: You agree that you will not under any circumstances:

- post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- use the service for any unlawful purpose or for the promotion of illegal activities;
- attempt to, or harass, abuse or harm another person or group;
- use another user's account without permission;
- provide false or inaccurate information when registering an account;

- interfere or attempt to interfere with the proper functioning of the Service;
- make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data; or
- publish or link to malicious content intended to damage or disrupt another user's browser or computer.

POSTING AND CONDUCT RESTRICTIONS.

When you create your own personalized account, you may be able to provide ("User Content"). You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Service. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. The Company, however, reserves the right to remove any User Content from the Service at its discretion.

The following rules pertain to User Content. By transmitting and submitting any User Content while using the Service, you agree as follows:

- You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- You will not post information that is malicious, false or inaccurate;
- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and
- You hereby affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. The Company is not responsible for any public display or misuse of your User Content. The Company does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or the technology we employ, may monitor and/or record your interactions with the Service.

ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Company, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. The Company does not guarantee the accuracy, completeness, or usefulness of any information on the Service and neither does the Company adopt nor endorse, nor is the Company responsible for the accuracy or reliability of any opinion, advice, or statement made by parties other than the Company. The Company takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or sends over the Service. Under no circumstances will the Company be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, or transmitted to users.

Though the Company strives to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable. The Company reserves the right, but has no obligation, to monitor the materials posted in the public areas of the service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. The Company shall have the right to remove any such material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under the law. If you become aware of misuse of our Service, please contact us at <http://yourbcard.com>.

LINKS TO OTHER SITES AND/OR MATERIALS

As part of the Service, the Company may provide you with convenient links to third party web site(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Service subscribers. The Company has no control over Third Party Sites and Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by the Company, and the Company is not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party

Applications, Software or Content does not imply approval or endorsement thereof by the Company. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT

(a) Termination of Repeat Infringe Accounts. The Company respects the intellectual property rights of others and requests that the users do the same. The Company has adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Service who are repeat infringers. The Company may terminate access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.

(b) Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may submit a notification pursuant by sending the following information in writing to the Company's designated copyright agent at Beard LLC:

1. The date of your notification;
2. A Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
3. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are recovered by a single notification, a representative list of such works at that site;
4. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
5. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
6. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(c) Counter-Notices. If you believe that your User Content that has been removed from the Site is not infringing, or that you have the authorization from the copyright

owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

1. Your physical or electronic signature;
2. A description of the content that has been removed and the location at which the content appeared before it was removed;
3. A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
4. Your name, address, telephone number, and email address, a statement that you consent to the laws of Austin, Texas and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Company copyright agent, the Company may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may (in the Company's discretion) be reinstated on the Site in 10 to 14 business days or more after receipt of the counter-notice.

LICENSE GRANT

By posting any User Content via the Service, you expressly grant, and you represent and warrant that you have a right to grant, to the Company a royalty-free, sub licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

INTELLECTUAL PROPERTY

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and business names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under this Agreement.

EMAIL MAY NOT BE USED TO PROVIDE NOTICE

Communications made through the Service's e-mail and messaging system, will not constitute legal notice to the Company or any of its officers, employees, agents or representatives in any situation where notice to the Company is required by contract or any law or regulation.

USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you (a) consent to receive communications from the Company in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address, to send you other messages, including information about the Company and special offers. You may opt out of such email by changing your account settings or sending an email to Beard LLC.

Opting out may prevent you from receiving messages regarding the Company or Special Offers.

WARRANTY

THE SERVICE, IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SERVICE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

LIMITATION OF DAMAGES; RELEASE

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICE; (C) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH THE COMPANY OR ANY OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

If you have a dispute with one or more users or a merchant of a product or service that you review using the Service, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

MODIFICATION OF TERMS OF USE

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in the Agreement. If you continue to use the Site, you signify your agreement to our revisions to these Terms of Use. However, we will notify you of material changes to the terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms or waiver of the Company's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of the Company. No purported waiver or modification of this Agreement by the Company via telephonic or email communications shall be valid.

GENERAL TERMS

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed consistent with applicable law. The remaining portions

will remain in full force and effect. Any failure on the part of the Company to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use and your use of the Site are governed by the laws of Austin, Texas, without regard to conflict of law provisions.

The Company may assign or delegate these Terms of Service and/or the Company's Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without the Company's prior written consent, and any unauthorized assignment and delegation by you is void.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AT <http://yourbcard.com> REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.