

# **Terms & Services Agreement**

Thank you for selecting the Services offered by Beanworks Solutions Inc. and/or its subsidiaries and affiliates (referred to as “Beanworks”, “we”, “our”, or “us”). Review this Software As A Service Agreement (“Agreement”) thoroughly. This Agreement is a legal agreement between you, our customer (referred to as “Customer”, “you”) and Beanworks, each a “Party” and collectively the “Parties”. By signing this document, installing, accessing or using the Services, you agree to these terms. If you do not agree to these terms, then you may not use the Services.

## **PARTNERSHIP CLAUSE**

Upon becoming a Beanworks Solutions Inc. client, you authorize Beanworks Solutions Inc. to reference your company in any printed marketing materials, new client press releases and on our website. This may include pre-approved logo representation, pre-approved testimonials and case studies, and other marketing related activities. You agree that Beanworks may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant Beanworks a perpetual, worldwide, fully transferable, sub-licensable, non-revocable, fully paid up, royalty free license to use the feedback you provide to Beanworks Solutions Inc. in any way.

## **SYSTEM UPGRADE & MAINTENANCE POLICY**

All updates, upgrades and maintenance are included with the fees. Upgrades will occur on a regular basis with no effort required by the customer. Notifications will be made in advance of any upcoming releases, maintenance or other event that may affect the service.

## **LIVE CUSTOMER SUCCESS POLICY**

Beanworks Solutions Inc. Inc. provides Customer assistance for all implementations of BeanworksAP that includes email, web contact and direct phone support available from 9 am to 7 pm EST, excluding statutory holidays. Extensive support materials are included with Beanworks University including Setup and Quick Start guides, how to videos and a searchable FAQ manual.

## **NON-CONTINUANCE RISK MANAGEMENT POLICY**

Should Beanworks Solutions Inc. discontinue operations for any reason, we will provide you with a copy of your invoice images along with the coding and approval history associated with each of them.

## **HOSTING, BACKUP & FAILOVER PROTECTION POLICY**

Data is hosted and stored by GT.net, a Canadian host provider. The Data center is SAS16 Type II Certified. Backups are taken every 2 hours around the clock.

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## **Security Policy**

Our Security Policy, guidelines and processes are subject to applicable government laws. We are committed to maintaining the security of information, records and data your organization uploads into your instance of our on-line application Beanworks.

### **SECURITY POLICY DETAILS**

We strive to prevent unauthorized access to your information, records and data; however, no storage, collection or transmission of data is guaranteed to be 100% secure.

Our system is designed, deployed and operated in accordance with industry best practices. We continue to enhance security procedures as reasonable when new technologies and procedures become available. We adjust and augment the protection and backup systems over time in response to known or anticipated security problems. Appropriate improvements and changes will be done from time to time to strengthen data security and these changes may be done without notice.

We encrypt the transmission of personal information and passwords as part of any account setup. Your internal Beanworks administrators will be responsible for securing usernames and passwords provided to your users.

Users must not disclose their usernames and passwords to anyone. If a user forgets their password, one of your internal Beanworks system administrators will change that

user's password. Once the user is able to log in again with this new password, they should change their password immediately.

Account information is secured on a firewall protected server and can only be accessed by you or your employees using proper account and password information, and authorized employees or contractors of Beanworks who need to have access to this data in order to fulfill their given duties. Our employees and contractors with such access are required to sign non-disclosure agreements prior to accessing the BeanworksAP application data or customer information.

Please remember you control what personal information, commercial records and data you provide while using the services. Ultimately, you, through your administrator, are responsible for maintaining the secrecy of all users' identification, passwords and/or any personal information in your possession for the use of the Services.

Always be careful and responsible regarding your user's information and your account. We are not responsible for, and cannot control, the use by others of any information you or your users provide to them and you should use caution in selecting the information you provide to others through use of the Services. Similarly, we cannot assume responsibility for the content of any personal information or other information you receive from other customers through using the Services, and you release us from any and all liability in connection with the contents of any information you may receive using the Services. We cannot guarantee, or assume any responsibility for verifying, the accuracy of the information provided by any third party. You release us from any and all liability in connection with the use of such information of other said third parties.

## **SECURITY BREACH PROCEDURE**

In case of a security breach, Beanworks will take the following steps:

As soon as we are aware of a potential or actual security breach, we will notify our customers (system administrators and main contact on file) immediately via email.

We will take emergency steps needed to ensure the breach has been quarantined and stopped. If there is anything we need our customer's to do at this point to ensure their data security, we will alert them and provide appropriate instructions.

Our team will investigate the root cause of the breach, take the necessary corrective action and ensure there are no other areas in our application vulnerable to the same or a similar breach. If we find there are further security measures or improvements we need to make, we will complete those actions immediately.

Once we have completed the investigation, we will communicate to our customers with details around the breach, why it happened, what we did to resolve the breach, as well as steps taken to ensure a similar breach does not occur again. We will answer any questions or concerns our customers have in response to our correspondences.

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## Privacy Policy

Our Privacy Policy, guidelines and processes are subject to applicable Canadian government laws. We comply with the applicable privacy laws of Canada. You have access to edit your personal information held within our application, Beanworks at any time.

We are committed to protecting the privacy of the personal information of identifiable individuals. When you join us as a customer or are joined as a user of our Services (the “Services”), we ask for personal information that is used to activate your account, provide the Services to you, communicate with you about the status of your account, and for any other purpose set out in this Privacy Policy.

### **CONSENT & INFORMATION COLLECTION AND USE**

By providing personal information to us and by retaining us to provide you with the Services, you voluntarily consent to the collection, use and disclosure of personal information as specified in this Agreement. Without limiting the foregoing, we may on occasion ask you to consent when we collect, use, or disclose your Personal Information in specific circumstances. Sometimes your consent will be implied through your conduct with us if the purpose of the collection, use or disclosure is obvious and you voluntarily provide the information.

When you join us as a customer of the Services, you will be asked to provide required account information and to create your account to use the Services offered by us. Your administrator will provide users of your account with usernames and passwords to

access your account and the Services. You will also be asked to create a user name and private password, which will become part of your account information.

When you join us as a customer, your e-mail address, mailing address, personal computer and third party services (collectively your "Personal Information") are required by us to provide the Services. Your administrator is also required to provide us with his/her e-mail address and phone number.

You are responsible, when providing the personal information of any third party to the Company, to ensure you have all of the necessary rights to do so for the purposes of the Services.

We may use your account information for the following purposes:

- to provide the Services to you
- to create, manage and control your account information;
- to communicate with you for the purpose of informing you of changes or additions to the Services, or of the availability of any Services we provide;
- to assess Service levels, monitor traffic patterns and gauge popularity of different Service options;
- to verify access rights to the Services and software;
- to allow you to access our current and future Services and software;
- to carry out our marketing activities;
- to enforce the Terms of Service, including monitoring the status of our service invoices issued and to you;
- to respond to claims of any violation of our rights or those of any third parties;
- to respond to your requests for customer service;
- to protect the rights, property or personal safety of you, us, our users and the public; and as required or authorized by law.

We may occasionally communicate with you regarding our products, services, news and events or post such communications on your account. You have the option to not receive this information. We provide an opt-out function with all communications of this nature, or will cease to communicate with you for this purpose if you contact us at [support@beanworks.com](mailto:support@beanworks.com), and opt-out of communications. The only communications you may not "opt-out" of are those required to communicate Service-related

announcements, including, without limitation to, information specific to your account, planned Service suspensions and outages, and changes to the Services.

## **USER COMMUNICATIONS**

We may contact you to confirm and verify the personal information on your account. We may also communicate with you by emailing your administrator and/or posting information on your account to provide Service notifications, account information, and information in regard to any issues with your account, including outstanding Beanworks service invoices.

## **AGE OF CONSENT**

We do not knowingly provide the Services to, and will not knowingly collect the personal information from anyone under the age of consent.

## **RIGHTS TO YOUR INFORMATION**

You have the right to access and edit your personal information at any time by signing into your online BeanworksAP Account.

## **DISCLOSURE**

We keep confidential all of your personal information, records and data collected and imported into your online BeanworksAP application.

We only share your personal information with third parties in accordance with your instructions or as necessary to provide you with a specific Service or otherwise in accordance with applicable Canadian privacy legislation. You understand, acknowledge and agree under urgent or emergency circumstances, and/or as required by court order, official authority, police or other law enforcement authority, or any applicable law or regulation, we may make available your information or data to the relevant third party. Under such circumstances, where permitted, we will notify you as soon as we become aware of such a request. As a general rule, we do not and will not sell, rent, share or disclose your personal information without first receiving your permission or as permitted in this Privacy Policy, or by law.

You further agree we may disclose and share your personal information or data with our parent companies, affiliates, subsidiaries and contractors for internal purposes,

including uses related to the Services, improvements to the Services and extending special offers to you. We ensure all persons or entities under our control that have access to your data have executed non-disclosure agreements. Notwithstanding the above, any publicly available information such as a vendor's address and phone number and invoice field spacing, may be disclosed to other users of the Services who share the same vendor in using the Services.

## **AGGREGATED DATA**

We may use your personal information to generate Aggregated Data for internal use and for sharing with affiliates, subsidiaries, business partners and third parties for planning and marketing purposes. "Aggregated Data" means records that have been stripped of personal information potentially identifying individuals, and which have been manipulated or combined to provide generalized, anonymous information. Your identity and personal information will not be discoverable in Aggregated Data.

## **LINKS**

Our web site may contain links to other sites and we are not responsible for the privacy practices or the content of such sites. We encourage you to read the privacy policy of linked sites. Their privacy policies and practices may differ from our policies and practices.

## **COOKIES AND LOG FILES**

We use cookies and log files to track user information. Cookies are small amounts of data that are transferred to your Web browser by a Web server and are stored on your computer's hard drive. We use cookies to monitor traffic patterns and gauge popularity of Service options. We use this information to deliver relevant content and services to you.

If your browser is set to not accept cookies, you will not be able to use our Services. However, most browsers are initially set to accept cookies. You can set your browser to notify you when you receive a cookie, providing you with the chance to accept it.

## **CHANGE OF OWNERSHIP OR BUSINESS TRANSITION**

In the event of a change of ownership or other business transition, such as a merger, acquisition or sale of our assets, we will have the option, should service be discontinued

to have us provide you with a copy of your invoice images along with the coding and approval history associated with each of them.

## **GOVERNING LAW**

The Province of British Columbia and the federal laws of Canada govern this Agreement without regard to its conflicts of laws provisions. You agree to the exclusive jurisdiction of the Province of British Columbia.

## **LIMITATION OF LIABILITY AND INDEMNITY**

In no event will Beanworks be liable to you for any lost profits, lost savings, or incidental, indirect, special or consequential damages arising out of your use or inability to use any software or service provided by Beanworks. Should you suffer any direct losses caused by the gross negligence of Beanworks, its employees, affiliates or contractors, then any claim for such damages will be limited to the amount you have paid to Beanworks under this contract in the twelve (12) months preceding any such grossly negligent conduct.

## **GENERAL**

This Agreement is the entire agreement between you and Beanworks and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You cannot assign or transfer ownership of this Agreement to anyone without written approval of Beanworks. However, Beanworks may assign or transfer it without your consent to (a) an affiliate, (b) a company through a sale of assets by Beanworks or (c) a successor by merger. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact Beanworks via an email to: [info@beanworks.com](mailto:info@beanworks.com).

## **NO RISK CANCELLATION AND REFUND POLICY**

Beanworks Solutions Inc. ("Bean") will work closely with you to make your use of our Software as easy as possible. This means that during the roll-out phase (integration, implementation and training) we will commit considerable resources to ensuring your



accounting solution integrates with our software and that your employees know how to use the system effectively and efficiently.

However, we also know that sometimes the fit just isn't right, and that you may decide to cancel your contract with Bean. We want to make this as easy and painless as possible, and therefore the following rules apply.

1. During the first 60 day (which starts on the day of the Kick-Off meeting), you may cancel your contract at any time, by giving us notice in writing. We will then fully refund any fees you have paid us.

2. At any subsequent point in the future, you can cancel this contract by giving us 60 days' notice of cancellation. Your refund will then be the pro-rated amount remaining on your prepaid quarterly or annual contract. Minimum annual prepaid contracts are non-refundable.

3. If you decide to cancel the contract, which we really hope you won't do, then we will provide you with a copy of all the invoice images (along with approval and coding history for that invoice). The cost of this service will be dependent on the number of invoices in your data set, and will not exceed \$1,000. You may choose to export your data independently for no charge.

## **NON PAYMENT**

Suspension of Service. If any amount owing by you under this agreement is 30 or more days overdue, we may, without limiting our rights and remedies, suspend our service to you until such amounts are paid in full. We will give you at least 5 days prior notice that your account is overdue before suspending services.