

# Website Terms of Use Last Modified: September 11, 2025

## **Acceptance of the Terms of Use**

These terms of use are entered into by and between You and Beanheads Inc. ("Company", "we", or "us"). The following terms and conditions (these "Terms of Use"), govern your access to and use of beanheads.social (the "Website"), including any content, functionality, and services offered on or through the Website, whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at beanheads.github.io/beanheads-website/ (the "Privacy Policy") incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

# **Changes to the Terms of Use**

We may revise and update these **Terms of Use** from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the **Website** thereafter.

Your continued use of the **Website** following the posting of revised **Terms of Use** means that you accept and agree to the changes. You are expected to check this page so you are aware of any changes, as they are binding on you.

# **Accessing the Website and Account Security**

We reserve the right to withdraw or amend this **Website**, and any service or material we provide on the **Website**, in our sole discretion without notice. We will not be liable if for any reason all or any part of the **Website** is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the **Website**, or the entire **Website**, to users, including registered users. You are responsible for:

- Making all arrangements necessary for you to have access to the **Website**.
- Ensuring that all persons who access the **Website** through your internet connection are aware of these **Terms of Use** and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the

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information you provide on the **Website** is correct, current, and complete. You agree that all information you provide to register with this **Website** or otherwise, including but not limited to through the use of any interactive features on the **Website**, is governed by our **Privacy Policy**, and you consent to all actions we take with respect to your information consistent with our **Privacy Policy**.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this **Website** or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these **Terms of Use**.

# **Intellectual Property Rights**

The **Website** and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These **Terms of Use** permit you to use the **Website** for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our **Website**, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print, or download, one copy of a reasonable number of pages of the **Website** for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

#### You must not:

• Modify copies of any materials from this site.

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 Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the **Website** or any services or materials available through the **Website**.

If you wish to make any use of material on the **Website** other than that set out in this section, please address your request to: support@beanheads.social.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the **Website** in breach of the **Terms of Use**, your right to use the **Website** will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the **Website** or any content on the **Website** is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the **Website** not expressly permitted by these **Terms of Use** is a breach of these **Terms** of Use and may violate copyright, trademark, and other laws.

## **Trademarks**

The Company name, the Company's trademarks, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this **Website** are the trademarks of their respective owners.

#### **Prohibited Uses**

You may use the **Website** only for lawful purposes and in accordance with these **Terms of Use**. You agree not to use the **Website**:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by
  exposing them to inappropriate content, asking for personally identifiable information, or
  otherwise.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

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- Use the **Website** in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the **Website**, including their ability to engage in real time activities through the **Website**.
- Use any robot, spider, or other automatic device, process, or means to access the **Website** for any purpose, including monitoring or copying any of the material on the **Website**.
- Use any manual process to monitor or copy any of the material on the **Website** or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the **Website** via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the **Website**.

## **Reliance on Information Posted**

The information presented on or through the **Website** is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the **Website**, or by anyone who may be informed of any of its contents.

This **Website** may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

#### **Changes to the Website**

We may update the content on this **Website** from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the **Website** may be out of date at any given time, and we are under no obligation to update such material.

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If the **Website** contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party **websites** linked to this **Website**, you do so entirely at your own risk and subject to the **terms** and **conditions** of use for such **websites**.

## **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.



# **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these **Terms** of Use or your use of the **Website**, including, but not limited to, your User Contributions, any use of the **Website**'s content, services, and products other than as expressly authorized in these **Terms** of Use or your use of any information obtained from the **Website**.

## **Governing Law and Jurisdiction**

All matters relating to the **Website** and these **Terms** of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these **Terms of Use** or the **Website** shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the City of Boca Raton, Florida. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be

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deemed a further or continuing waiver of such **term** or **condition** or a waiver of any other **term** or **condition**, and any failure of the Company to assert a right or provision under these **Terms** of Use shall not constitute a waiver of such right or provision.

If any provision of these **Terms of Use** is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the **Terms of Use** will continue in full force and effect.

## **Entire Agreement**

The **Terms of Use** and our **Privacy Policy** constitute the sole and entire agreement between you and Company regarding the **Website** and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the **Website**.

## **Contact Information**

To ask questions or comment about these terms, contact us at:

support@beanheads.social