

Terms of Service

Introduction

Welcome to www.birabin.com. These Terms of Service contain the terms and conditions that govern all use of our Software (as defined below) and Services (as defined below) and all content, services and/or products available on or through the Platform (collectively, the “Birabin Services”).

The Birabin Management Software and Services are offered to you subject to your acceptance, without modification (other than Special Terms (as defined below) agreed by the parties pursuant to these Terms of Service), of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, our Privacy Policy, the Guidelines (as defined below) and any future modifications thereof, and procedures that may be published from time to time on the Platform or made available to you on or through the Birabin Services (collectively, the “Terms”). When accepted by you (as defined below), these Terms form a legally binding contract between you and Supplier (as defined below). If you are entering into these Terms on behalf of an entity, such as your employer or the company you work for, you represent that you have the legal authority to bind that entity.

PLEASE READ THESE TERMS CAREFULLY. BY BUYING THE EZ-INVENTORY SOFTWARE, AND/OR OTHERWISE USING THE BIRABIN MANAGEMENT SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT BUY, OR OTHERWISE USE THE BIRABIN MANAGEMENT SERVICES.

Supplier may, in its sole discretion, elect to suspend or terminate access to, or use of the Birabin Management Software or Services to anyone who violates these Terms.

If you register for a free trial of the Birabin Management EZ-INVENTORY software, the applicable provisions of these Terms will govern that free trial. The original language of these Terms is English.

The sale of the Birabin Management EZ-INVENTORY software is final and not reimbursable once the activation code is sent to the client.

Supplier may make available translations for convenience. In case of conflicts between the original English version and any translation, the English version shall prevail.

1. Definitions

Account – the primary means for using the Birabin EZ-INVENTORY software, subject to payment of a Fee designated in the selected Plan.

Client – a natural or legal person who has accepted these Terms with the Supplier.

Client Data – Files and any other digital data and information, which is subject to the Birabin Management Services (including the specific Users, Products, Materials, Orders associated with the Client).

Content – any data and information available through Birabin Management or contained within the structure of the software, articles, documents, brochures, presentations, pictures, images, audiovisual works, other informational materials and any comments.

Fee – regular payment for using the software and/or services.

Files – documents of any kind (images, spreadsheets, text files, etc.) that are used by the Supplier or the Client.

Free Trial – temporary use of the EZ-INVENTORY software trial version for the purposes of trying out the toll functions without paying a Fee.

Guidelines – Guidelines or rules applicable to specific features, software, products, or services which may be posted from time to time on the Platform or otherwise made available through the Birabin Management Services.

Birabin Management LLC – private Limited Liability Company established under the laws of the Country of Belize, having its principal place of business at 1754 Sand Dollar Dr, Ladyville, Belize, Central America and registered under the Belize International Corporate Affaires Registry under code IFSC/200LLC807/20.

Birabin material – the visual interfaces, graphics, design, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, and all other elements of the Birabin Management Software and Services.

Birabin Services – the Web Site, System, Content, Platform and all content, services and/or products available on or through the Platform.

Plan – various criteria related to the use and functionality of the Birabin EZ-INVENTORY software and Services and on which the Fee is based.

Platform – the Birabin EZ-INVENTORY management platform.

Special Terms – any particulars, specifications and conditions by which the parties have agreed to deviate from these Terms.

Supplier – Birabin Management LLC

User – a natural person granted with the Authorization to use the EZ-INVENTORY software on behalf of a Client;

Web Site – the compilation of all web documents, (including images, software and all downloadable files) made available via www.birabin.com by Supplier.

2. Authority to Enter into These Terms with Supplier

The use of the Birabin Services is subject to acceptance of these Terms. To accept these Terms for itself or on behalf of a Client, a person must have the legal capacity to do so. In the case of an individual, the individual must be at least 18 years of age or have valid authorization from his/her legal representative or custodian. In the case of a legal entity, the entity must be duly incorporated and in good standing.

The Terms are accepted as soon as one of the following occurs:

- the person or entity has received the confirmation of the access code for the use of the EZ-INVENTORY software, after acquitting the required fee.
- or at the signature of a Service contract between Birabin Management and the Client.

Once accepted, these Terms remain effective until terminated as provided for herein.

3. Modifications to Terms

Supplier reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time by posting such changes on or through the website or the Birabin Services. Please check these Terms periodically for changes. Your continued use of the Birabin Services after

such changes have been posted as provided above constitutes your binding acceptance of such changes. Such amended Terms will automatically be effective upon the earlier of (i) your continued use of the Birabin Services, or (ii) 30 days from posting of such modified Terms on or through the website. Notwithstanding the foregoing, the resolution of any dispute that arises between you and Supplier will be governed by the Terms in effect at the time such dispute arose.

4. Our responsibilities

4.1. Provision of Birabin Services. Supplier will (a) make the Birabin Software and Services, available to a Client pursuant to these Terms, (b) provide applicable standard support for the Birabin Software and Services to Client at no additional charge, and/or upgraded support (for an additional charge, if applicable), (c) use commercially reasonable efforts to make the Birabin Services available during regular business hours, except for: (i) planned downtime, and (ii) any unavailability caused by circumstances beyond Supplier's reasonable control, including, for example, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, or denial of service attack.

4.2. Protection of Client Data. Supplier will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data, as described in the Guidelines.

5. Payment

5.1 EZ-INVENTORY software

All payments are done through the website using major credit cards.

5.2 Management Services

All payments are done through bank transfer.

6. EZ-INVENTORY software

6.1 Use of the Birabin EZ-INVENTORY software. Subject to these Terms, and the payment of the applicable Fee, Supplier grants Client and its authorized users a non-exclusive, non-transferable, non-sub-licensable license to use the software.

6.2 Technical Support. Supplier shall provide reasonable technical support to Client and its authorized User at the reasonable request of the Client. Supplier shall respond to enquiries of support from a Client utilizing the contacts set forth below as soon as reasonably possible.

The contacts for all enquiries of support are:

- instant messaging,
- e-mail: support@birabin.com

6.3 Modifications to Service. Supplier reserves the right to modify the Birabin Services or any part or element thereof from time to time without prior notice, including, without limitation:

- rebranding the Birabin Services at its sole discretion;
- ceasing providing or discontinuing the development any particular Birabin

Service or part or element of the Platform temporarily or permanently.

- taking such action as is necessary to preserve Supplier's rights upon any use of the Birabin Services that may be reasonably interpreted as violation of Supplier's intellectual property rights, distribution of Internet viruses, worms, Trojan horses, malware, and other destructive activities or illegal activity.

9. Data Processing Contracts

9.1 The Supplier can process data on behalf of the Client on a contractual basis until the termination of the Birabin Services in accordance with these Terms. Upon termination, Birabin will return to the Client's all data from the exercise.

9.2 Parties' rights and obligations. The Client's rights and obligations regarding Client Data are provided in sections 4 through 10 of these Terms. The Supplier ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

9.3 California Consumer Privacy Act (CCPA). In case you are using our services in California, the CCPA Addendum (Section 20) will apply additionally to Terms and Conditions and Privacy Policy.

10. Restrictions

10.1 Prohibited Activities. Client and its authorized Users may use the Birabin Services and any part or element thereof only in the scope, with the means and for purposes as identified in these Terms and applicable law. By way of example, neither the Client nor any User may:

- use the Birabin Services or any part or element thereof to commit a crime, breach any applicable law or entice or invite others to carry out such illegal actions;
- copy, duplicate, distribute, modify, adapt, hack, create derivative works, reverse engineer or decompile the Birabin Services or any part or element thereof, or attempt to extract the source code thereof, unless (i) it is expressly allowed under applicable law, and (ii) to the extent that the Supplier is not permitted by that applicable law to exclude or limit the foregoing rights;
- use the Birabin Services or any part or element thereof unless it has agreed to these Terms.

10.2 Certain Uses Require Supplier Consent. The Client or any User may not, without Supplier's prior express written consent (e-mail, fax, Skype, etc.):

- sell, resell, lease, license, sublicense, distribute, provide, disclose, divulge,

exploit or otherwise grant Access or make the Birabin Services available in whole or in part to any third persons, unless such third person is another authorized User of the same Client;

- use the Birabin Services or any part or element thereof in a scope, with means or for purposes other than those for which their functionality was created;
- use the Birabin Services or any part or element thereof by means of programs that send them automatic enquiries or requests, unless such program has been made available by Supplier;

11. Privacy

Supplier takes the privacy of its Clients and Users very seriously.

Supplier's Privacy Policy at www.birabin.com/privacy-policy is hereby incorporated into these Terms by reference. Please read the Privacy Policy carefully as it governs Supplier's collection, use, and disclosure of Client's or User's personal information.

12. Intellectual Property Rights

12.1 Birabin's Intellectual Property Rights in the Birabin Services. The Birabin Services, Birabin Materials, Birabin trade names and trademarks, and any parts or elements thereof are solely and exclusively owned and

operated by Supplier and its third party vendors and hosting partners. Birabin Materials are protected by copyright and proprietary rights laws. Your use of the Birabin Services and Birabin Materials, and any parts or elements does not grant to you any ownership right or intellectual property rights therein. Any commercial or promotional distribution, publishing or exploitation of the Birabin Materials is strictly prohibited unless you have received the express prior written permission from Supplier or the otherwise applicable rights holder. Supplier reserves all rights to the Birabin Services, Birabin Materials and Birabin trade names and trademarks not expressly granted in the Terms.

12.2 Content owned by Birabin. Subject to these Terms and the payment of the applicable service Fee, Supplier grants Client and its authorized users a non-exclusive, non-transferable, non-sub-licensable license to download a in such part of the Content. You expressly acknowledge that you do not acquire any ownership rights by downloading any copyrighted material from or through the Platform or the Birabin Services. You shall not copy, distribute or publish any Content or any information obtained or derived therefrom except as permitted on or through the Birabin Services or as otherwise permitted by applicable law.

12.3 Client data.

a. Supplier may use Client Data in an aggregated and anonymized format for research, educational and other similar purposes. Supplier may not otherwise use or display Client Data without Client's written consent. Supplier respects your right to exclusive ownership of your Client Data. Unless specifically permitted by you, your use of the Birabin Services does not grant Supplier the license to use, reproduce, adapt, modify, publish or distribute the Client Data created by you, marketing or any similar purpose. Such restriction does not include Supplier's use of

Client's business name and/or domain address for commercial, marketing or any similar purpose.

Client expressly grants Supplier the right to use and analyze aggregate system activity data associated with use of the Birabin Services by Client and its Users for the purposes of optimizing, improving or enhancing the way the Birabin Services operate, and to create new features and functionality in connection with the Birabin Services in the sole discretion of Supplier.

14. Disclaimers; No Warranty

UNLESS OTHERWISE EXPRESSLY STATED BY SUPPLIER, THE BIRABIN SERVICES, BIRABIN MATERIAL, AND ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE BIRABIN SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SUPPLIER AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, CORRECTNESS, ACCURACY, AND RELIABILITY.

UNLESS OTHERWISE EXPRESSLY STATED BY SUPPLIER, SUPPLIER AND ITS AFFILIATES DO NOT WARRANT THAT THE BIRABIN SERVICES AND ANY CONTENT, CLIENT DATA SERVICES, OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE BIRABIN SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE BIRABIN SERVICES AND ANY CONTENT, CLIENT DATA,

SERVICES, OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE BIRABIN SERVICES.

UNLESS OTHERWISE EXPRESSLY STATED BY SUPPLIER, SUPPLIER AND ITS AFFILIATES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PLATFORM, THE BIRABIN SERVICES, BIRABIN MATERIAL OR ANY LINKED SITES, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

THE LAWS OF CERTAIN COUNTRIES AND STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

15. Indemnification

You agree to defend, indemnify and hold harmless Supplier and its affiliates, and their respective directors, officers, employees and agents, from any claims, losses, damages, liabilities, including attorney's fees, arising out of your use or misuse of the Birabin Services, Birabin Materials, representations made to the Supplier, its affiliates and/or third parties, violation of these Terms, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants. Supplier reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Supplier, and you agree to cooperate with such defense of these claims.

16. Limitation of Liability

16.1 No Liability: Supplier shall not be liable to the Client or User for any consequences resulting from:

- a. any modifications in these Terms, calculation and rates of Fees, the Birabin Services, Birabin Material, or any part or element thereof, including any error, permanent or temporary interruption, discontinuance, suspension or other type of unavailability of the Birabin Services or Birabin Material;
- b. deletion of, corruption of, or failure to store any Client Data;
- c. use of Client Data by the Client or any of the Users.
- d. upgrading or downgrading the current Plan;
- e. any disclosure, loss or unauthorized use of the login credentials of Client or any authorized User due to Client's failure to keep them confidential;
- f. the Client's use of the Birabin Services by means of browsers other than those accepted or supported by the Supplier;
- g. the application of any remedies against the Client or authorized Users by the Supplier, for example if the Client or User has committed a crime or conducted a breach of applicable law by using the Birabin Services or any part or element thereof;
- h. the differences between technologies and platforms used for access, for example if certain features, functions, parts or elements of the Birabin Services are designed for use on a personal computer or laptop and do not function on a mobile platform or a tablet;

i. the Supplier's application of the remedies described in these Terms, even if the reasonable grounds or legal basis for the application of these remedies turned out to be unfounded or invalid afterwards.

In addition, Supplier and its affiliates shall not be liable to the Client for any claim by any User, person or third persons against the Client arising out of the Client's failure to:

a. provide Supplier with accurate information about the Client, Users or Account;

b. notify Supplier of any reasons due to which a User does not have the right to use the Account on behalf of the Client;

c. ensure the lawfulness of the Client Data;

d. obtain the necessary rights to use the Client Data; or

e. abide by any of the restrictions described in these Terms.

16.2 Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF BIRABIN AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER FOR THE BIRABIN SERVICES GIVING RISE TO THE LIABILITY IN THE SIX MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER THE "PAYMENT" SECTION ABOVE.

16.3 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL,

COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

17. Termination of Contract Terms

17.1 For Convenience. These Terms may be terminated for convenience upon written notice to the other party.

a. by the Client any time, providing the total fee of the contract has been paid or at the discretion of the Supplier.

b. by Supplier upon decision to end provision of the Birabin Services, balance of payments to be respected by Client or at the discretion of the Supplier.

c. immediately by either party, if proceedings are initiated for the other party's liquidation or insolvency or a negotiated settlement with the other party's creditors is concluded or an assignment is made on behalf of the other party for the benefit of creditors.

17.2 For Default. These Terms may be terminated for default upon written notice to the other party as indicated in the "Notice" Section below:

a. by either party in case of breach of these Terms by the other party, if the breach has not been cured within 30 days of receipt of a notice from the non-breaching party; or

b. immediately by either party if the other party breaches its obligations, as applicable under Sections 12 [Intellectual Property Rights] and 15 [Indemnification] of these Terms.

17.3 Effect of Termination. Upon termination of these Terms,

a. Supplier shall terminate activities, as soon as reasonably practicable after the effective date of termination of these Terms. If the Client has specifically requested for an earlier termination date, Supplier shall fulfill such request within 1 month of its receipt of such request.

b. Client must:

1. stop using and prevent the further usage of any Birabin Services which are not paid for.
2. pay any amounts owed to Supplier under these Terms; and
3. discharge any liability incurred by the Client before under these Terms prior to their termination; and

c. The following provisions shall survive the termination of these Terms: Sections 1, 7.5, 10, 11, 12, 14, 15, 16, 18 and 19.

17.4 Remedies.

If Supplier terminates these Terms as a result of an uncured breach by a Client or User, Supplier is entitled to use the same or similar remedies against any other persons who use the Birabin Services in conflict with these Terms. Notwithstanding the foregoing, Supplier may also apply any other remedies available to it under the applicable law.

18. Who You Are Contracting With

18.1 General. Supplier's contacts:

- Company: Birabin Management LLC
- Email: support@birabin.com
- Address: 1754 Sand Dollar Dr, Ladyville, Belize, C.A.

18.2 Law and Jurisdiction. This Agreement and all matters relating to the Service shall be governed by Belize law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any of the foregoing.

Any dispute arising from or otherwise concerning this Agreement (including disputes concerning the formation or validity hereof), or relating to the Service, shall be settled by arbitration by the Arbitration Court of the Belize Chamber of Commerce (the "Arbitration Court"), with arbitration to be conducted in accordance with the then-current rules of the Arbitration Court. Each Party, and anyone who uses, accesses or attempts to use or access any part of the Service, hereby irrevocably submits to the said jurisdiction and waives any and all objections they may have thereto.

Any decision (order, judgment or other) that the Arbitration Court may deliver in a Parties' dispute or in connection with the Service shall be enforceable in all jurisdictions.