

22/03/2023

# Terms of Use

Beam Software Solutions GmbH ("Beam") offers software applications ("Products") and services under the brand "Outplan", use of which is granted to a certain number of persons or devices ("Users") within the scope of temporary trials and subscriptions ("Subscriptions").

## 1 Validity

### 1.1 Scope

These Terms of Use govern the use of the Outplan products and services by users.

The terms "Product" and "Service" as used in these Terms of Use refer to the applications, including all features, functions, user interfaces and web pages, provided by Beam on a one-time or permanent basis over the Internet or otherwise.

### 1.2 Exclusivity

These terms of use apply exclusively. Any agreement contrary to or deviating from these Terms of Use shall not be recognised unless expressly agreed in writing.

### 1.3 Translation

This document has been translated from the original version for convenience and is not binding. In the event of any discrepancies, the original version shall hold precedence. The legally valid original version is available at <https://outplan.io/de-at/legal/terms-of-use>.

## 2 Subscription

### 2.1 Start

By entering a free or paid subscription, the user receives a time-restricted right to use the associated products for a certain number of people or devices associated to them.

### 2.2 Trial Period

Beam generally offers its users a unique and free trial period per product. This is non-binding and no claims can be derived from it.

### 2.3 Duration

The duration of a subscription begins with the provision of the products and ends after the agreed duration.

### 2.4 Renewal

A subscription is automatically renewed at the end of the period for the duration of the previous period, unless it has been cancelled by the user or Beam.

### 2.5 Payment

The amount of the subscription fee depends on the agreed number of people or devices.

The subscription fee for the entire term is due without deduction upon provision of the products.

### 2.6 Price Adjustment

Beam reserves the right to increase the subscription fee after the end of the term due to functional improvements or enhancements of the product (see 3.3 Alterations) in order to compensate for the increased costs. The user will be notified of a price increase at least 14 days in advance.

### 2.7 Suspension

Beam reserves the right to pause a subscription due to outstanding payments or abuse by the user (see 3.2 Use).

### 2.8 Cancellation

A subscription can be cancelled by the user at any time in the Billing Centre at <https://outplan.io/billing> or in writing to [support@outplan.io](mailto:support@outplan.io). A cancellation becomes effective at the end of the term.

Beam reserves the right to cancel a subscription due to the discontinuation of the associated products after or prior to the end of the term. Any resulting cancellation will be notified to the user at least 14 days in advance.

Beam reserves the right to cancel a subscription immediately due to outstanding payments or abuse by the user (see 3.2 Use).

### 2.9 Transfer

A subscription or the associated rights of use cannot be transferred to other natural persons or legal entities.

## 3 Product

### 3.1 Provision

Depending on the product type, a product is provided once or permanently via the Internet.

### 3.2 Use

An Internet connection may be required to use a product, depending on the type of product.

Archiving, modifying, reproducing, distributing, publishing, licensing, decompiling object code to source code, reconstructing, creating derivative works or offering for sale is prohibited.

The use of a product by people or devices exceeding the number agreed in the subscription – even if technically possible – is prohibited.

Use of a product after the subscription period has expired or when the rights to use the product are suspended – even if technically possible – is prohibited.

### 3.3 Alterations

Beam reserves the right to make changes to the product in terms of bug fixes or functional improvements and enhancements.

## 4 Warranty and Liability

### 4.1 Warranty

Beam ensures that the products comply with the product descriptions under normal use.

Beam does not warrant that the Products will be timely, uninterrupted or error-free or that they will work in conjunction with other specific software, hardware, systems or data.

Beam does not warrant that the products will meet their requirements or that all errors or defects will be corrected.

### 4.2 Liability

Beam shall not be liable for any indirect, incidental, punitive or consequential damages, loss of profits, loss of revenue, loss of business opportunity or loss of data arising out of or in connection with the use of any product, whether the claims are based in contract, tort or any other legal theory of liability.

## 5 Other Conditions

### 5.1 Electronic Communication

The user receives all communications such as user, subscription, product-related or other information or enquiries exclusively in electronic form.

### 5.2 Applicable Law

These Terms of Use are governed by the applicable Austrian laws.

### 5.3 Legal Validity

If any provision of these Terms of Use is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.