

Terms of Use

Last Updated: October 12 / 2015

Welcome to Beam Propulsion Lab Inc.

Thanks for using Beam Messenger, the first faster-than-real-time Messenger out there. Beam Propulsion Lab Inc. (also known as “Beam” or “Beam Messenger” or “BPL” or “Beam Propulsion Lab” or “We”) provides various Internet and mobile device applications to facilitate new methods of communication. Beam Propulsion Lab wrote these Terms of Use (the “Terms of Use” or “Terms of Service”) to apply to all services provided by Beam Propulsion Lab. These Terms of Use will help you learn more about how Beam is intended to be used, so please take time to read it carefully.

Our services for you

Beam offers a number of services that you can enjoy on your mobile devices, as well as on the internet: social networking, texting and communication, picture/video and other content sharing, status updates, and location-based services. You subscribe to use these services by downloading the Beam software application to your mobile device. As the content of the services offered can change at any time, the details will be communicated to you by one of a variety of methods.

Beam Propulsion Lab grants you personal, worldwide, non-assignable, non-transferrable, non-exclusive license for your use of the Beam services. Beam however does not grant you a right to use the Beam trademarks or logo.

To continually improve our offerings, Beam may and will update the software needed to run the services – this may include adding or removing functionalities, performed through software updates. It is advised that you update the Beam application/s as they become available.

In order to provide you the best service we can, Beam from time to time will send various notifications, messages and other context relevant material and information based on your use of the services.

How you may use our services

The Beam account you create, based on your email and username of choice, is needed for you to be able to access the services. To successfully complete the Beam account creation process, you must consent to the Terms of Use, outlined herein, as well as provide your email, phone number, username and password.

Beam reserves the right to not approve your account if (a) Beam deleted your account in the past, (b) you created a Beam account using someone else’s credentials, (c) you did not provide correct or required information.

If you are 13 years of age or below, you will need to obtain consent from your parent or legal guardian in order to create an account. If we find that you created a Beam account in breach of the stated

terms and conditions, appropriate action will be taken, which may result in suspension or deletion of the account.

The account you create is for personal use only, and is non-transferable. You may not allow a 3rd party to use your Beam account. It is your responsibility to protect the account details, along with the password, to prevent any unauthorized access or improper use of your account. If you learn of someone using your Beam account without your authorization, please contact Beam Customer Service to immediately report this. If you don't report it, we cannot help you.

At any time you may review your information, and make appropriate changes using the "Settings" section of the respective product.

Attention required

You may use the Beam services to communicate with people via a novel and exciting method. Please do note that you may not use Beam services in any wrongful manner or purpose.

You may not interfere with the provision of the Services, or access the Services in a method other than one approved by Beam. Also you may not collect or provide to others the information of other users, use the Beam services for any profit-generating activity, transmit information that is lewd or indecent in nature, infringe on any 3rd party copyright, or in any way violate public order or morals. You cannot copy, alter, sell, buy, distribute, transfer or permit others to use any part of the Services or software included in the Services without Beam's consent. It is equally disallowed to attempt to reverse engineer, decompile, or in any way extract the source code from the Services.

Should you fail to comply with the herein stated laws, Beam may conduct an investigation into the matter, and take appropriate resulting action.

Beam protects your information

It is imperative to us to protect your personal information. Beam will only use your personal information within the purposes of providing you the best communication/networking services possible. Unless obligated by the relevant laws, or consented by you, Beam will never disclose your personal information to any outside or 3rd party. You may refer to the [Privacy Policy](#) to learn of how we protect your information.

Beam protects content copyright

Beam fully protects your intellectual property and content rights. As you transmit and upload materials such as text, photos, videos, location, you retain all rights to such content.

If you post content to the Services, you will be granting Beam and its partners the worldwide and permanent license to use, store, copy, modify, transmit, disclose, demonstrate or display in public, distribute, create derivative works or permit other users to use such content. This license survives even after you stop using the Services or deactivate your account. The rights granted to Beam and its partners herein will only be used for purposes of operation, improvement and occasional promotion of the Services and development of new Beam Services.

It is expected that you have acquired all legal rights for you to be able to grant this license to Beam to use the content.

You may not post lewd or pornographic content that violates public order, laws or morals. Should Beam determine that content you provided violates the outlined laws, Beam may refuse its Services to you and subsequently remove you from its Services. Beam is not obligated to review all your content, other than acting in a fair manner. If you believe that your rights have been infringed upon, you are advised to contact Beam Service Centre.

Occasional downtime and suspension of Services

We aim to deliver Beam Services to you 24/7 throughout the year, without any interruptions or downtime. That said, upon inspection we may have to perform maintenance and/or repair, or due to other unforeseen and potentially unavoidable causes, may have to temporarily suspend the Services. In such a case a prior notice will be given to you through the relevant channels. If suspended due to unforeseen causes, the notice may be delivered to you following the suspension.

You may remove your account

If you wish to stop using the Beam Services, you may at any time request to delete the account and be removed from the roster of active users.

Upon removal, unless required to preserve your information under the applicable laws and/or the Beam Privacy Policy, your information as well as the data provided by you will be deleted. You may also elect to remove only certain portions of the Services, at which point only the data related to the terminated Services will be deleted, and the Beam account will not be deleted.

Beam Warranty

Beam always exercises necessary precaution while handling data and information, to allow you to enjoy the Services the way it was intended. All Services come on an “AS IS” basis.

Beam Liability

We wish for you to enjoy and benefit from the Services provided by us. If Beam at a point negligently causes damage or harm to you, Beam will compensate for said damage in accordance with the law.

Unless specified, Beam will not be held liable for any (1) injury resulting from your access or use of the provided Services, (2) any damage resulting from unauthorized access to the Beam servers by a third party, (3) harm resulting from any interruption or downtime in transmission to or from the Services, (4) damage resulting from omission or loss of data transmission, (5) damage stemming from transmission of bugs, viruses and other software maladies by a third party, (6) any general damage or harm incurred by you during Services used by any third party.

Due to the real time nature of text transmission present in Beam, one must be wary of its implications. Should it arise that a regrettable text was typed out in haste and subsequently read before being discarded, Beam cannot be held liable should any damage or harm arise. We ask you to exercise

caution, as Beam most closely resembles natural verbal speech. If you say something, it's out there to all intended recipients, in true real time.

Terms of Use are subject to change

Beam will revise these Terms from time to time to reflect changes to the relevant law or relevant Services. Upon such revision, Beam will post a notice outlining the changes made. The changes take effect immediately from the date of posting.

Contact info

Beam welcomes any and all comments and suggestions. We provide ample options of getting in touch with us to make the Services better as a community. Beam will send various news and announcements by a number of potential means, always to the information provided in association with your Beam user account.

These Terms of Use apply strictly to the relationship between Beam and you, with no other third party to be entitled to any benefits under these Terms of Use.

If you fail to comply with the Terms of Use, and no immediate action is taken right away, this does not mean Beam waives its right and it does not absolve you of any action that you took that Beam deems as infringing on these Terms.

Should you have any questions regarding the Terms of Use or the more general Services offered by Beam Propulsion Lab Inc., please contact us through our multiple email and/or phone options. Telephone # 416-890-6907, email team@beammessenger.com, website <http://www.beammessenger.com>

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