

# Terms of Use and Sale of LeafCAD product family Services

*Date of entry into force: March 10, 2023*

*Last modification: June 7, 2023*

**This translation is provided for convenience only and the French version shall prevail in case of any discrepancies.**

Welcome to the LeafCAD product range by Beautec Enr,

OnClock, defined herein as the product to which these conditions apply, is part of the LeafCAD product range owned by Beautec Enr.

Beautec Enr is based in the province of Quebec, Canada, and must comply with the regulations of the province of Quebec. Therefore, the terms of use have been based on local laws.

If you do not understand the terms of these Terms of Use, please [contact us](#) prior to using our products.

**You may not access or use the services until you have agreed to comply with all of the terms set forth in these conditions.**

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## **1. Terms**

"These terms of use for the LeafCAD product range services constitute a contract between Beautec Enr. ("Beautec" or "we") and the entity or person ("you", "your", "yours" or the "user") accessing the websites, web applications, mobile applications, and APIs of a product in this family.

You agree to be bound by these terms of service, all applicable laws and regulations, and you agree to be responsible for complying with applicable local laws. If you do not agree to any of these terms, you are prohibited from using or accessing these websites, web applications, APIs, and mobile applications. The materials contained in these websites, web applications, APIs, and mobile applications are protected by applicable copyright and trademark laws.

To simplify the text and improve readability, the words "services", "applications", and "sites" refer to the websites, web applications, mobile applications, and APIs of LeafCAD product family."

## **2. License of use**

Permission is granted to temporarily download one copy of the materials (information or software) on Beatec's services for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license, you may not:

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- attempt to decompile or reverse engineer any software contained on Beatec's services;
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This license shall automatically terminate if you violate any of these restrictions and may be terminated by Beatec at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

## **3. Disclaimer of liability**

The materials on the applications are provided "as is". Beatec makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

Furthermore, Beatec does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its applications published by the user or otherwise relating to such materials or on any sites linked to these applications.

## **4. Limitations**

Under no circumstances shall Beautec or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on Beautec's applications, even if Beautec or an authorized representative of Beautec has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

## **5. Cookies**

### **5.1. What are cookies?**

As is common practice on almost all professional websites, our applications use cookies, which are tiny files that are downloaded to your computer, to improve your experience. This section describes the information they gather, how Beautec uses them, and why Beautec sometimes needs to store these cookies. Beautec will also share how you can prevent these cookies from being stored, but this may downgrade or "break" certain elements of the applications.

For more general information about cookies, see the Wikipedia article on HTTP cookies.

### **5.2. How Beautec uses Cookies?**

Beautec uses cookies for various reasons described below. In most cases, there are no industry standard options for disabling cookies without completely disabling the features they add to these applications. It is recommended that you leave on all cookies if you are not sure whether you need them or not in case they are used to provide a service that you use.

### **5.3. Disabling Cookies**

You can prevent the setting of cookies by adjusting the settings on your browser (see your browser Help section for how to do this). Be aware that disabling cookies will affect the functionality of these applications. Disabling cookies will usually result in also disabling certain features. Therefore, it is recommended not to disable cookies.

### **5.4. The Cookies potentially used**

- **Cookies related to login session**

Our applications use cookies when you are logged in so that our services can remember this fact. This prevents you from having to log in every time you visit a new page. These cookies are usually removed or cleared when you log out to ensure that you can only access restricted features and areas when logged in.

- **Cookies related to order processing**

Our applications provide payment options, and some cookies are essential to ensure that your order is remembered between pages so that Beautec can process the order correctly.

- **Forms-related Cookies**

When you submit data using a form, cookies can be set to remember your user details for future correspondence.

## 5.5. Third-party Cookies

- In some specific cases, Beautec also uses cookies provided by trusted third parties. The following section details the third-party cookies you may encounter on our applications.
- Our applications use Google Analytics which is one of the most widespread and reliable web analytics solutions to help Beautec understand how you use the services and then enable Beautec to improve your experience. These cookies may track things such as how long you spend on the site and the pages that you visit so that Beautec can continue to produce engaging content.
  - For more information for these cookies, you can consult the official page of [Google Analytics](#).
- Some of our applications use Discord, a widely used collaborative and communication solution on the web. This allows you to connect to our services from your Discord account, and we only have access to the information provided by Discord ([see their privacy policy](#)). Information about "guilds" from Discord is forwarded to us based on the permissions given to our Discord bot.
- We use Paddle.com as our payment management solution, which implies that you also accept Paddle's terms of use and privacy policy. Your use of our services and participation in transactions are subject to Paddle's rules and conditions, in addition to our own terms. It is your responsibility to familiarize yourself with these terms and policies and adhere to them when interacting with our company. We invite you to read their [terms of use](#) and [privacy policy](#).
- Some of our applications use Sentry, which is a solution for understanding how you use our services and identifying any technical issues you may have encountered during your visit to our applications.
  - For more information on the data shared with Sentry, please refer to [their privacy policy](#).
- Some of our applications use PostHog, which is a solution for understanding how you use our services.
  - For more information on data shared and collected with PostHug, please read [their privacy policy](#).

- Some of our applications use Frill.co, which is a solution for tracking proposed ideas, votes on proposed ideas, roadmaps, and making community announcements.
  - For more information on data shared and collected with Frill.co, please read [their privacy policy](#).

### **5.5.1. List of third-party by application**

#### **OnClock**

This product may contain cookies from these third-party providers:

- Google Analytics
- Discord
- Paddle.com
- Sentry
- PostHog
- Frill.co

### **5.6. More information**

Hopefully, this has clarified things for you, and as we've already mentioned, if there is something you're not sure whether you need or not, it's usually safer to leave cookies enabled in case they do interact with one of the features you use on our applications. However, if you're still looking for more information, you can contact Beautec by writing to the email address [contact@beautec.ca](mailto:contact@beautec.ca).

## **6. Terms and Conditions for Paid Services**

### **6.1. General provisions**

The terms and conditions regarding paid services apply to any purchase or sale made through the solutions supported by Beautec and are in addition to our terms of use. We may also require you to accept other conditions before accessing our paid products and services.

### **6.2. Age requirements and parental/legal guardian responsibility**

If you are under 18 years of age (or the age of majority in your place of residence), you will need the consent of a parent or guardian to make purchases on our applications.

### **6.3. Usage of Paid Services**

We use third-party payment processing software to transmit your payments to us. By providing us with a payment method, you certify that:

- 1) You have the authorization to use the payment method provided.
- 2) You will pay for the service used on the payment due date.
- 3) Your payment information is accurate.
- 4) You agree that the payment information provided by you or by the payment network used will be stored by our services.
- 5) You authorize us to charge you for the paid services via this payment method, which includes the payment of mandatory taxes that apply to the service you are purchasing.
- 6) You agree that we and our payment processing provider have permission to store and/or share with financial institutions and our processing software (including those that may be developed in the future) the information regarding your purchase and payment information to process your purchase and use the contact details you provided (such as your email address or phone number) to send you notifications or information regarding renewal, recurring fees, or changes to your purchase.

## **6.4. Subscriptions**

### **6.4.1. General provisions**

We may offer you the ability to subscribe to premium features or content through our products. These subscriptions may be sold by Beautec or by our partners. Subscriptions purchased through Beautec and associated subscription fees can be found in the account interface of the product in use. Here you can find details about the subscriptions you have purchased, the current subscription fees, and the date of your next payment.

### **6.4.2. Billing**

We will automatically charge you on the day you purchase your subscription (or the day we successfully charge your payment method), and then on each renewal period (each month, year, or other renewal frequency) until canceled (see the "Cancellation" section below for information on how to cancel a subscription). By initiating a first payment for a subscription, you authorize us to charge your payment method for your next subscription periods. For an annual subscription, we will remind you of the price of your current subscription at least 30 days, and no earlier than 60 days, before the date of your automatic renewal, unless otherwise required by applicable law. Some states and countries have specific laws regarding your cancellation rights, and this paragraph does not override them.

IF YOU DO NOT NOTIFY US OF YOUR DESIRE TO CANCEL YOUR SUBSCRIPTION (AS INDICATED IN THE "CANCELLATION" SECTION BELOW), YOU AGREE THAT YOUR SUBSCRIPTION WILL BE AUTOMATICALLY RENEWED AND YOU AUTHORIZE US TO AUTOMATICALLY CHARGE YOUR PAYMENT METHOD FOR THE AMOUNT OF YOUR SUBSCRIPTION AND ANY APPLICABLE TAXES ON EACH RENEWAL DATE.

### **6.4.3. Price changes**

We may change the price of subscriptions from time to time, but we will always notify you in advance of any changes, either through our services (information banner in the applications) or through the contact information associated with your LeafCAD or Discord account (or both methods). By continuing to use or benefit from the services related to your subscription after the effective date of the price change, you agree to the new price. You can refuse this price change by canceling your subscription.

#### **6.4.4. Cancellation**

You can cancel your subscriptions at any time by going to your account settings. After cancellation, you will still have access to your premium features until the end of your current subscription period. We may cancel any subscription that you have purchased if you fail to pay the subscription fees or applicable taxes within the time period and in accordance with our Terms.

If your payment fails, you can retry it. We will try to notify you of the failed payment and the opportunity to make a valid payment within a certain time frame, but you are not obligated to do so. If you do not pay, your subscription may be canceled or suspended. We may, at our sole discretion, decide not to immediately cancel a subscription in the event of a payment failure, in which case you will remain liable for the payment of fees for the duration of the current subscription. Additionally, if you fail to pay for your subscription, we may suspend your right to use premium services or downgrade your account to free services.

Your subscription can also be canceled, at the sole discretion of Beutec, if you violate the Terms of Use or other applicable policies. If your account is terminated, your subscription will be automatically canceled.

We may decide to stop offering these subscriptions at any time, for example in response to unexpected circumstances or beyond our control, such as to comply with a legal demand. In the case of a legal demand, we will cancel your subscription and refund you a portion of the fees on a prorated basis for the remaining time on that subscription.

#### **6.5. Promotions**

We may offer promotions for our paid services from time to time. Each of these promotions will have specific terms and conditions. When you receive a discount, coupon, or subscribe during a promotional subscription period or any other promotion, your subscription will automatically renew at the regular price at the end of the promotional period.

If you want to avoid being charged again, you will need to cancel your subscription before the end of the promotional period. Additionally, you may cancel your subscription at any time following a renewal.

## **6.6. Changes to the services**

Modifications may be made to our paid services without informing you if such changes are necessary, if they are minor, or if they are required by law or regulation. Necessary changes may include modifications to ensure the continuity of our paid services, to prevent fraud or abuse, to improve existing features of the paid services, to add new features, or to maintain the security of our services.

If these changes have concrete negative consequences on your use of the paid services or if we remove existing and non-experimental features, you will receive an email or notification regarding it.

## **6.7. Experimental features**

We may release experimental features to certain types of subscribers (free or paid). These experimental features are subject to change and may be removed without notice.

In addition, it is possible that an initially experimental feature may become a paid feature. In this case, users of the feature will be notified that the feature is now paid and requires a subscription, a feature-specific subscription, or a one-time payment (these options may vary depending on the nature of the feature).

## **6.8. Third-party fees and taxes**

You are responsible for taxes applicable in the country of your residence, your mobile data and internet subscriptions, and any other fees associated with your use of the services, and taxes will be applied as required by Canadian and Quebec law.

The applicable taxes will be those required in Quebec, namely the federal Goods and Services Tax (GST) and the provincial Quebec Sales Tax (QST).

## **7. Suspension and Termination of Services**

### **7.1. By you**

You can terminate your subscription at any time from your account management page. Such termination will result in the deactivation or cessation of your paid communities and features and the access to and erasure of the content you have posted using the services within up to 6 months from the cancellation. Terminations are confirmed immediately, and you will not be billed again for that subscription unless you cancel your termination request or purchase a new subscription. If you terminate a subscription in the middle of a billing cycle, you will not receive a refund for the time period you did not use in that billing cycle, and you will only have access to your community space for the remaining time period.

### **7.2. By us**

In the event that you fail to pay the fees within 30 days after the due date, Beautec may terminate your subscription at any time. Additionally, Beautec may limit, suspend, or terminate the services: (i) if you fail to comply with these Terms, (ii) if you use the services in a way that causes legal liability to Beautec or disrupts the use of other users of the services; (iii) if we are in the process of reviewing suspected faults that you may have committed; (iv) if you engage in fraud. Also, if we limit, suspend, or terminate the services you receive, we will strive to give you notice. However, there may be sensitive situations where Beautec may decide the need for immediate action without warning. Beautec may also limit, suspend, or terminate the services of all users without having to mention the specific reason.

### **7.3. Account inactivity**

Beautec may close your account and delete all of its content if there is no account activity (activity can be a login to the account or, for example, a payment) for more than 12 months. However, Beautec will try to notify you by email before closing your account to provide an opportunity for you to log in to your account to keep it active.

## **8. Conditions specific to certain products in the family**

### **8.1. OnClock**

#### **8.1.1. Community inactivity**

Beautec can close your community and delete all its content if there is no activity in it (activity can be a modification in a feature related to the community by a member or by you or for example, a payment) for more than 6 months. However, Beautec will try to warn you by email before closing your community to provide you with an opportunity to manipulate it so that it remains active.

#### **8.1.2. Payment processing**

OnClock subscriptions and plugins are sold through Paddle.com. For any issues or questions regarding payments made for OnClock, please contact [Paddle.com support](https://paddle.com/support) directly.

## **9. Data accuracy**

The material appearing on the services may include technical, typographical, or photographic errors. Beautec does not warrant that any of the materials on its services are accurate, complete, or current. Beautec may make changes to the materials contained on its website and web application at any time without notice. However, Beautec does not commit to updating the materials.

## **10. Hyperlinks**

Beautec has not reviewed all of the sites linked to its applications and is not responsible for the contents of any such linked site. The inclusion of any hyperlink does not imply endorsement by Beautec. Use of any such linked website is at the user's own risk.

## **11. Changes**

Beautec may revise these terms of service for its applications and services at any time without notice. By using these applications and services you are agreeing to be bound by the then current version of these terms of service.

## **12. Applicable law**

These terms and conditions are governed and interpreted in accordance with Canadian and Quebec laws and you irrevocably submit to the exclusive jurisdiction of the courts of Rimouski, Quebec, Canada.