

Beta Testing Terms

Thank you for participating in Yokoy Beta Testing. These Beta Testing Terms ("Terms") apply to and govern the use of Yokoy's Beta Services. In order to use Beta Services, you must agree to these Terms.

1. Participation

Yokoy Switzerland Ltd and its affiliates ("Yokoy") have designed and developed Beta Features/Services on top of production services to, among other things, allow a limited number of Yokoy customers ("You") to get early access to these Features/Services and be able to give feedback on these ("Beta Services"). By using Yokoy's Beta Services, you agree to be bound to these Terms. You also agree to use the Beta Services in accordance with the terms of the Software-as-a-Service Agreement ("SaaS Agreement"), as concluded with Yokoy.

2. Disclaimer

Beta Services provided hereunder may not perform to the specifications of any final, generally available product. Beta Services may not operate correctly or may be substantially modified. Beta Services being tested may be discontinued without notice. Yokoy has no obligation to support and/or update Beta Services. Beta Services are offered AS-IS and at the customer's and user's sole risk. Yokoy makes no warranty whatsoever with respect to the Beta Services whether express or implied by the applicable law, course of performance, usage or otherwise. You are advised to safeguard important data, to use caution and not to rely in any way on the correct functioning or performance of the Beta Services.

3. Feedback

Beta Services are made available to you for the purposes of evaluation and feedback without any compensation or reimbursement of any kind from Yokoy ("Feedback"). As part of using Beta Services, you/your employees will be asked to provide Feedback regarding your use of Beta Services. By using Beta Services, you agree that any Feedback you/your employees provide will become the property of Yokoy and you agree that Yokoy may use or otherwise exploit all or part of your Feedback or any derivative thereof in any manner or media now known without any further remuneration, compensation or credit to you. If we choose to publish such Feedback, we will either do so in a way that does not identify you or seek your consent in the event we do wish to identify you. Yokoy makes no guarantee or representation as to whether or not your Feedback regarding will be implemented.

We may also monitor how you use the Beta Services and use that information to improve the Beta Services or our other products and services.

In the event you request to opt out from such Feedback, Yokoy reserves the right to terminate your use of the Beta Services.

4. Confidentiality

Yokoy may disclose to you certain information that you agree to treat as Confidential Information as defined in the SaaS Agreement. You acknowledge and agree that the successful market launch of commercial versions of Beta Services requires you to keep all data and information discussed and/or made available through or contained in Beta Services strictly confidential. You agree not to disclose Confidential Information to any third parties (including the sharing of unreleased/experimental product images); and use the same degree of care, but no less than a reasonable degree of care (including reasonable security measures), to prevent the unauthorized use, dissemination or publication of Confidential Information as you would use to protect your own confidential information of like nature.

Any breach of this provision by you may result in irreparable harm to Yokoy, for which damages would be an inadequate remedy and therefore, in addition to its rights and remedies otherwise available at law, Yokoy shall be entitled to seek equitable relief, including injunction, in the event of such breach.

5. Intellectual Property

Except as permitted by applicable law, you may not, and agree not to or enable others to copy, modify, distribute, reproduce, reverse engineer, decompile, create derivative works from, disassemble, attempt to derive the source code of, mirror, edit, license, sell, rent, lease, or transfer the Beta Services (and the underlying software).

6. Modification and termination

Yokoy may, in its sole discretion, at any time, modify or terminate the Beta Services, discontinue your use of the Beta Services, and/or remove your Feedback. You acknowledge and agree that Yokoy will have no liability with respect to such decisions.

7. Limitation of Liability

To the extent permitted by law, Yokoy shall not be liable for any damage whatsoever arising out of the use of or inability to use the Beta Services, including without limitation, any damages, lost profits, lost savings, damages from third party claims, consequential damages, damages on any third party software connected to the Yokoy software/Beta Services and loss/corruption of data.

In any event, Yokoy's liability under these Terms for any claim shall be strictly limited to EUR 100.00. You acknowledge that Yokoy has provided the Beta Services in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.

You agree to hold harmless and indemnify Yokoy from and against any third party claim arising from or in any way related to your breach of the Terms or your violation of applicable laws, rules or regulations in connection with the Beta Services.

8. Entire Agreement

These Terms and the SaaS Agreement constitute the entire agreement between the parties with respect to the subject matter of these Terms and supersede all previous communications, representations, understandings and agreements, either oral or written, between you and Yokoy. Yokoy may modify these Terms at any time upon notice. Your continued use of the Beta Services after such notice shall be deemed to be continued acceptance of this Terms including its amendments and modifications.

The terms of the SaaS Agreement, as concluded with Yokoy, will apply for any provisions not addressed in these Terms.