

# beCrystal – Terms of Service

Effective Date: 27 March 2026

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## 1. Introduction

Welcome to beCrystal! These Terms of Service (“Terms”) are a binding agreement between you, the customer (“Customer,” “you”), and **beCrystal AS**, a company headquartered at Gaustadalléen 21, 0349 Oslo, Norway (“beCrystal,” “we,” “us”).

These Terms govern your use of our SaaS platform and related services (“Service”). By creating an account, signing an order form (“Order Form”), or using our Service, you agree to these Terms. If you are using our Service on behalf of an organization, you are agreeing on behalf of that organization. Capitalized terms used in these Terms shall have the meanings ascribed to them in the section where they first appear.

## 2. The beCrystal Service

### 2.1. Service Description

beCrystal provides a SaaS platform that centralizes and analyzes business data to deliver reporting, forecasting, and AI-driven insights. The Service is delivered “as-is” via the cloud.

### 2.2. Customer Responsibilities

You are responsible for:

- Providing accurate registration information and keeping your account secure.
- Ensuring your authorized users comply with these Terms.
- The legality, quality, and accuracy of your data.
- Managing access rights and de-provisioning users who no longer need access.
- Obtaining and maintaining all necessary rights and consents to upload and process Customer Data through the Service.
- Promptly notifying beCrystal of any unauthorized access or security breaches.
- That you use the Services solely for your own internal business purposes.
- Ensuring your use of the Service complies with all laws applicable to your specific business and industry.

## 2.3. Acceptable Use

You agree not to:

- Use the Service to process unlawful, harmful, or infringing data.
- Attempt to gain unauthorized access to our systems or another customer's data.
- Use the Service to transmit malicious code or disrupt its performance.
- Share user logins; each user must have a unique login.
- Violate export control or sanctions laws or appear on any sanctioned party list.
- Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Service.
- Use the Service to violate any applicable law or the rights of any third party.
- Perform stress testing or use the Service in a way that degrades its performance, reliability, or availability.
- Resell, sub-license, or distribute the Service to unauthorized third parties.
- Use any AI features of the Service in a manner that exceeds reasonable usage volumes, including but not limited to automated, high-volume requests (e.g., bot-driven queries) that impose a disproportionate burden on our infrastructure or third-party LLM providers.

## 2.4. Suspension Rights

We may immediately suspend your access to the Service (or any part thereof) without liability if:

- (i) You breach the Acceptable Use policy;
- (ii) Your use poses a security or legal risk; or
- (iii) You are more than 15 days late on any payment.

Suspension is not a termination of the agreement, and during any suspension period, fees shall continue to accrue. We will restore access promptly once the underlying cause of the suspension has been remedied.

## 2.5 AI Services & Usage Limits

beCrystal may provide features powered by artificial intelligence ("AI Services"). You acknowledge that: (a) AI Services may produce inaccurate output, and such output is not reviewed, verified or curated by beCrystal, may be generic, similar or identical to content/output produced for others and you should verify all AI-generated content before relying on it; (b) beCrystal reserves the right to impose usage limits (e.g., tokens per month, requests per minute) on AI Services to ensure fair access for all customers; and (c) If your usage exceeds these limits, beCrystal may throttle your access or require you to purchase additional capacity.

## 3. Data Protection, Security & Confidentiality

### 3.1. Data Protection

beCrystal acts as a Data Processor for any personal data you provide. Our responsibilities are outlined in our **Data Processing Agreement (DPA)**, which is incorporated into these Terms by reference and available at <https://www.becrystal.ai/dpa>. For more details on how we handle data when we are the Data Controller, please see our Privacy Policy at <https://www.becrystal.ai/privacy-policy>.

### 3.2. Security

We implement and maintain robust administrative, technical, and physical security measures designed to protect your data. Our security program is aligned with industry standards such as ISO/IEC 27001 and SOC 2. The measures shall be no less rigorous than those described in Supplier's trust centre at <https://trust.becrystal.ai> (the "Security Standards"). We reserve the right to update or modify our Security Standards and underlying technologies from time to time to reflect changing threats or technological advancements. However, no such update shall materially decrease the overall level of security as described in the Security Standards.

### 3.3. Confidentiality

"Confidential Information" means all information disclosed by one party ("Disclosing Party") to the other ("Receiving Party") that is marked as confidential or should reasonably be understood to be confidential given the nature of the information. This includes, without limitation, the terms and pricing of the agreement, Customer Data (as defined below), and the beCrystal's software, source code, and technical documentation.

The Receiving Party shall (a) hold Confidential Information in strict confidence; (b) not disclose it to any third party except to its employees, Affiliates, and contractors who have a "need to know" and are bound by confidentiality obligations no less restrictive than those herein; and (c) use such information solely for the purpose of performing its obligations under this Agreement.

Confidential Information does not include information that (a) is or becomes public knowledge through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure without restriction; (c) is rightfully obtained from a third party without breach of any confidentiality obligation; or (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

If the Receiving Party is required by law or court order to disclose Confidential Information, it shall provide the Disclosing Party with prompt written notice (where legally permitted) to allow the Disclosing Party to seek a protective order.

The obligations of confidentiality shall survive for five (5) years following the termination of the agreement. However, trade secrets (including source code and technical algorithms) shall remain confidential for as long as they qualify as trade secrets under applicable law.

## 4. Fees & Payment

Fees for the Service are detailed in your subscription agreement or Order Form . Unless otherwise specified, subscription fees are invoiced annually in advance. All fees are non-cancelable and non-refundable, except as required by law.

- **Payment Terms:** Invoices are due **net 30 days** from the invoice date.
- **Late Payments:** Late payments accrue interest at **1.5% per month** and may result in suspension of access.
- **Taxes:** Fees do not include taxes, duties, vat or similar which are your responsibility.

All outstanding fees (whether or not yet invoiced) shall become immediately due and payable upon termination or expiration of the agreement.

Certain features, particularly those involving Generative AI or Large Language Models (LLMs), may be subject to usage-based fees if your consumption exceeds the standard allowance included in your Subscription Plan. beCrystal reserves the right to introduce or adjust such usage fees upon thirty (30) days' notice. If you continue to use the high-volume features after such notice, you agree to pay the applicable overage charges.

## 5. Intellectual Property

### 5.1. beCrystal's IP

We own and retain all rights, title, and interest in the Service and all related intellectual property including all software, source code, algorithms, documentation, trademarks, and associated intellectual property rights. We grant you a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Service during your subscription term.

### 5.2. Customer's IP

You retain all rights, title, and interest in your own data ("Customer Data"). You grant us a

worldwide, royalty-free, limited license to host, process, display, and transmit your data as necessary to provide and improve the Service and as permitted under the DPA.

We may aggregate and anonymize Customer Data to create statistical analyses, benchmarks, and improved algorithms ("Aggregated Data"), provided that such Aggregated Data does not identify you or any individual. We own all rights, title, and interest in such Aggregated Data and may use it for any business purpose.

### **5.3. Beta / Preview Features**

Features marked as "beta," "preview," or similar are provided "as-is" without warranty, SLA or liability. Either party may terminate, discontinue or change such services at any time for any reason.

### **5.4. Customer Indemnity**

beCrystal shall defend Customer against third-party claims alleging that the Service infringes an intellectual property right in the US/EU/EEA. Customer shall defend beCrystal against third-party claims arising from Customer Data or Customer's use of the Service in violation of this Agreement. The indemnifying party shall pay any finally awarded damages, provided the indemnified party gives: (a) prompt written notice; (b) sole control over the defense and settlement; and (c) reasonable assistance.

If an infringement claim arises, beCrystal may, at its option: (i) obtain a license for continued use; (ii) modify the Service to be non-infringing; or (iii) terminate the affected subscription and refund any prepaid, unused fees. This Section states the Customer's sole and exclusive remedy for intellectual property infringement.

## **6. Availability & Support**

### **6.1. Service Level Agreement (SLA)**

We target **99.5% monthly uptime** (measured yearly and excluding planned maintenance). If we fail to meet this, you may request a service credit.

### **6.2. Support & Maintenance**

We provide advance notice of planned maintenance at least 5 days in advance (except for emergency maintenance). Technical support is available via email at [support@becrystal.ai](mailto:support@becrystal.ai).

### **6.3. Service Improvements and Modifications**

beCrystal may update, modify, or improve the Service (including adding or removing functionality) from time to time to enhance performance, security, or utility. However, beCrystal shall not materially reduce the core functionality of the Service provided to you during the term. You will automatically receive access to updates and improvements that beCrystal makes generally available to its other customers holding the same subscription type. Notwithstanding the foregoing, new modules, significant feature additions, or distinct products may be offered as add-ons subject to additional fees.

## 7. Warranties & Disclaimers

beCrystal warrants that the Service will perform materially in accordance with our official documentation.

**EXCEPT FOR THE EXPRESS WARRANTY ABOVE, THE SERVICE IS PROVIDED "AS-IS." beCrystal DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, beCrystal DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**

If beCrystal breaches the warranties or any other obligations under the Agreement, Customer's sole and exclusive remedy, and beCrystal's entire liability, shall be the correction of the defect or re-performance of the service. If beCrystal cannot reasonably remedy the breach, beCrystal may terminate the affected Order Form and refund any prepaid, unused fees covering the remainder of the Term. Customer must notify beCrystal of any warranty claim within 30 days of discovery.

## 8. Limitation of Liability

**TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS OR DATA LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO beCrystal IN THE 12 MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.**

**THIS LIMITATION SHALL NOT APPLY TO FRAUD, GROSS NEGLIGENCE OR WILLFUL**

**MISCONDUCT, CUSTOMER'S PAYMENT OBLIGATIONS, OR ANY LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW.**

## **9. Term & Termination**

### **9.1. Term**

These Terms remain in effect for the subscription term stated in your Order Form.

### **9.2. Renewal**

Unless stated otherwise in the Order Form, subscriptions **automatically renew** for successive 12-month periods unless either party gives written notice of non-renewal at least **60 days** before the end of the then-current term.

### **9.3. Price Adjustments on Renewal**

We may increase fees on renewal by giving at least 60 days' notice. The increase will not exceed the higher of:

- (i) 8%; or
- (ii) The Norwegian consumer price index (CPI) change over the previous 12 months.

### **9.4. Termination**

Either party may terminate with **30 days' written notice** if the other party commits a material breach and fails to cure within that period. A party may also terminate immediately if the other party becomes insolvent or enters bankruptcy proceedings.

### **9.5. Post-Termination**

Upon termination or expiration, we will make your data available for export for **60 days**. After that, it will be deleted in accordance with our data retention policies and the DPA. Termination or expiration shall not affect rights or obligations that accrued prior to termination.

## **10. General Provisions**

### **10.1. Force Majeure**

Neither party is liable for delays or failures caused by events beyond its reasonable control (e.g., war, terrorism, pandemics, strikes, or internet/utility failures) ("Force Majeure Event").

The affected party shall provide prompt written notice of the Force Majeure Event to the other party. If a Force Majeure Event continues for more than thirty (30) days, either party may terminate the affected Order Form upon written notice. This section does not excuse the Customer's obligation to pay fees for Services already delivered.

## **10.2. Subcontracting**

beCrystal may engage subcontractors or Affiliates to assist in the provision of the Services. beCrystal shall remain fully responsible for the performance of its obligations under this Agreement and for the acts and omissions of its subcontractors and affiliates to the same extent as if they were the acts and omissions of the beCrystal.

## **10.3. Assignment**

beCrystal may assign these Terms without consent in connection with a merger, acquisition, or sale of all or substantially all assets. You may not assign without our prior written consent (not to be unreasonably withheld).

## **10.4. Third-Party Integrations and APIs**

If you use third-party applications or APIs in conjunction with the Service, you are solely responsible for complying with the terms of such third parties. beCrystal does not guarantee the continued availability of integrations that depend on third-party APIs and is not liable for data once it is transmitted to a third-party service.

## **10.5. Survival**

The rights and obligations in sections regarding fees, confidentiality, intellectual property, indemnification, limitation of liability, and this section 10.5, as well as any other clauses that by their nature are intended to survive termination, shall survive the expiration or termination.

## **10.6. Governing Law & Disputes**

These Terms are governed by the laws of Norway. Any disputes will first be attempted to be resolved amicably. If resolution cannot be reached within 30 days, disputes shall be settled exclusively by the Oslo District Court (Oslo tingrett).

## **10.7. Entire Agreement**

These Terms, together with the Order Form and DPA, constitute the entire agreement and supersede all prior agreements. No terms or conditions contained in a Customer purchase order or similar document shall be binding on beCrystal, and such terms are explicitly rejected.

## 10.8. Contact

- **Email:** [legal@becrystal.ai](mailto:legal@becrystal.ai)
- **Address:** beCrystal AS, Gaustadalléen 21, 0349 Oslo, Norway