

Usage contract

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BeConfident Usage contract

1.1 Product Name	BeConfident PRO
1.2 Content Details	Targets and Contents are detailed in the Commercial Proposal
1.3 Term of this Agreement	12 (twelve) months, from the execution of the Agreement with automatic renewal for similar periods.
1.4 Investment and Payment Method	As per the Terms Agreed Upon Through the BeConfident Platform/Website
1.5. Guarantee	Positive results in 12 (twelve) months; It is understood that Positive Result means reaching an operational fluency level in the Foreign language in accordance to item 1.6 of this Summary Reimbursement of the Investment (item 1.4)
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By accepting the above Summary, the Agreement Provisions below and the Commercial Proposal presented by BeConfident, the User expressly recognizes that the contents of the Summary and Commercial Proposal are valid, applicable and that the provisions set by all of the clauses below are valid and enforceable.

1. CONTENT BEING CONTRACTED

1.1. User will be entitled to make use of the content described in the Contract Summary, which, along with the Commercial Proposal, sets a list of deliverables and their descriptions. Both documents are part of this Contract for all means.

1.2. Any additional services or activities beyond the contracted content at this date must be expressly agreed upon by both parties and/or formally accepted by the User.

1.3. During the term of this agreement, other products and/or services may be offered to the User, in addition to courses, mentoring, among others, with possible discounts, for future use.

1.4. In addition to their commitment under this Agreement, the parties acknowledge their commitment to and the full validity of the following documents:

(a) Privacy Policy, which can always be accessed by the User through the Platform's home page (https://beconfident.app/privacy) and/or through BeConfident's App; and,

(b) Terms of Use, which can always be accessed by the User through the Platform's home page (https://beconfident.app/terms) and/or through BeConfident's App.

2. TERM

2.1. This agreement and the License of Use granted to the User will initially remain in force for the term indicated in item 1.3 of the Summary and will be automatically renewed every 12 (twelve) months.

3. INVESTMENT

3.1. To obtain the right to access the content described in Clause One, the User shall invest the amount described in item 1.4 of the Summary.

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4. TERMINATION

4.1. This instrument can be terminated by BeConfident in the following cases:

(a) In case of a breach or non-compliance with the clauses and/or conditions set forth in this agreement and/or in the documents linked to it; and/or

(b) In case of negative public exposure of the Platform by the User, as well as in the event of damage to BeConfident's brand, name, material and/or immaterial property; and/or

(c) At BeConfident's discrection, with a 30 (thrity) day termination notice.

4.2. In case this Agreement is terminated due to violation and/or non-compliance with clauses, BeConfind will always retain its right to pursue damages against the User.

4.3. This Agreement may be terminated by the User at any given time, having the User the right to do so by observing BeConfident's guidelines for the termination.

4.4. User can terminate this agreement and request a full refund of the investment within seven ⑦ days from the date this Agreement was executed e, the BeConfident product will no longer be available to the User.

4.4.1. Given the BeConfident's minimum license period of one ① month, in case the User requests the termination of this Agreement after the seventh day of the execution of the Agreement, the termination will take effect after the first business day of the month following the month in which the termination was requested.

4.4.2. User declares to be fully aware that a full reimbursement of the investment will only be granted if User observes the non-extendable period of seven ⑦ days after signing the contract, and that there will be no full reimbursement if the User terminates this Agreement and ceases the use of the license after this period.

5. OBLIGATIONS

5.1. Under this Agreement, BeConfident's obligations are to:

(a) Observe the provisions in Clause one with efficiency and the necessary cautions;

(b) Develop a personalized study plan for the User, according to the User's level and proficiency in the foreign language;

(c) Develop a schedule containing daily tasks for the User, with a desired and personalized number of hours necessary for the practice of the foreign language and the achievement of operational fluency in the foreign language;

(d) Meet service delivery deadlines, as established in meetings, communications, and alignments with the User;

(e) Respect and guard the confidentiality of all data regarding the User;

(f) Make proper use of the communication platform chosen for the execution of the contracted product;

(g) Make time for meetings, and follow on with the execution of what is aligned with the User.

(h) Comply with the deadlines with the deliverables agreed with the User;

(i) Adopt all reasonable measures to ensure the privacy and protection of all personal data provided by the User.

(j) Make use of data and information obtained for the execution of this Agreement in accordance with data protection laws and requirements.

5.2. Under this Agreement, User's obligations are to:

(a) Fully observe and compliance to the personalized study plan developed by BeConfident, using BeConfident's Platform and practice the foreign language for at least three ③ days of the week for a minimum weekly period of ⑦ hours every year, through the tool provided and making use of the three modules provided: (i) Class; (ii) Conversation; and, (iii) Vocabulary;

(b) Make the payments stipulated in this Agreement, on their respective due dates;

(c) Fully observe all the instructions made available on the BeConfident Platform;

(d) Make proper use of BeConfident's platform.

6. CONFIDENTIALITY, COPYRIGHT, AUTHORIZATION FOR USE OF THE USER'S IMAGE AND VOICE, AND DATA PROTECTION.

6.1. User shall maintain full confidentiality in regard to all information and instructions exchanged for the fulfillment of this Agreement, including, but not limited to those related to:

(a) methodology, practices, knowledge and strategies used, as well as financial and performance information;

(b) materials and instructions;

(c) personal, tax, financial, banking, legal and BeConfident's data and information

6.2. All content and material made available to the User is non-transferable and is for the User's personal and exclusive use only, any reproduction of the material without authorization is prohibited in any form. Third parties should not be permitted to access documents and materials, and the User is expressly prohibited from making accessible, publishing and reproducing the content covered, made available and/or created in the course of this agreement, and in case of non-compliance will be held liable for losses and damages.

6.3. All materials or creations made available to the User for the performance of the services are BeConfident's exclusive intellectual property. No authorization for the use of intellectual and/or industrial property rights currently or in the future owned by BeConfident is granted or will be granted to the User under this Agreement.

6.4. The User is prohibited from copying, reproducing, recording, in whole or in part, or any act in any way that allows the transmission or storage of content provided by BeConfident in regard to the contracted service, even in good faith, unless expressly authorized by BeConfident. In case of non-compliance, User may be penalized in accordance with the applicable Law.

6.5. With regard to the Platform's intellectual property rights over materials, services, files (PDF...), videos, logos, know-how, and products, User may not share, send, use, forward, and/or distribute any material obtained throughout the performance of this Agreement for purposes other than the fulfillment of this Agreement, except with the express authorization from BeConfident, under risk of termination of this agreement.

6.6. User may not, under any circumstances, whether for a fee or free of charge,

share, commercialize, market, or obtain any form of monetization from the content, information, and knowledge acquired in the course of this Agreement. User may not disclose the content, information, and knowledge acquired in the course of this Agreement in other products, digital infoproducts, masterminds, mentoring, consulting, e-books, files (PDFs ...), or any other form of course, training, teaching, or in-person or digital guidance. This prohibition and non-competition clause shall remain in effect during the term of this Agreement and for a period of three ③ years after its termination.

6.7. In case the User participates in any event, activity, and/or group call on/or through BeConfident's Platform, User hereby, irrevocably and irreversibly, authorize the use the User's image and/or voice by the BeConfident for use in any means of communication capable of transmitting and retransmitting the image and voice, in whole or in part, in products, services, and e-books, content, videos, advertisements, creative materials, brochures, prints, publications, stories, images, photos, and any other materials produced by BeConfident, on BeConfident's social networks, websites, landing pages, streaming services, video platforms, blogs, vlogs, books, and e-books, including, but not limited to, YouTube, Vimeo, Twitch, Facebook, Instagram, TikTok, Twitter, and other online platforms and services, and on any other distribution channels chosen by BeConfident, as well as in lectures, masterminds, consulting, mentoring, in-person or virtual events, live streams, and any other possible location for BeConfident's promotion, including for commercial purposes.

6.7.1. User also authorizes the use of all phonographic material generated during the use of the Platform, provided that it is digitally altered and edited so as not to identify the User, for use in any means of communication capable of transmitting and retransmitting the image and voice, in whole or in part, in products, services, e-books, content, videos, advertisement, creative materials, brochures, prints, publications, stories, images, photos, and any other materials produced by BeConfident, on BeConfident's social media, websites, landing pages, streaming services, video platforms, blogs, vlogs, books, and e-books, including, but not limited to, YouTube, Vimeo, Twitch, Facebook, Instagram, TikTok, Twitter, and other online platforms and services, and on any other promotion channels and media chosen by BeConfident, as well as in lectures, masterminds, consultancies, mentoring, in-person or virtual events, live streams, and any other possible promotion location, including for commercial purposes.

6.8. BeConfident shall commit to adopt all measures to ensure the privacy and protection of all personal data provided by the User, exclusively for the specific purpose of executing this Agreement.

6.9. The Platform will process data and information obtained from individuals for the

performance of this contract in accordance with the data processing requirements set forth by the law.

7. LIABILITIES

7.1. The provision of services under this Agreement does not imply any employment relation, subordination, or managerial authority between the Parties. There is no shared or subisidiary relationship between BeConfident and the User with regard to labor/employment obligations.

7.2. The Platform shall comply with its tax obligations in relation to the services it provides to the User arising from the execution of this Agreement, including providing a proper invoice or receipt for all amounts paid by the User.

7.3. BeConfident will not be liable for any breach of law, non-compliance to court orders, or any violation committed by the User in the course of this Agreement, for any reason whatsoever and in any jurisdiction.

8. MISCELANEOUS

8.1. The failure to exercise or use any power, right, remedy, resource or possibility guaranteed by law or by this Agreement, nor the possible tolerance of delay in the fulfillment of any of the obligations agreed upon herein, shall constitute novation, compensation, or amendment.

8.2. This Agreement provides the entirety of the understandings between the Parties and fully binds the Parties and BeConfident successors in any capacity, and may only be amended by means of an Amendment executed by the parties.

8.3. If any provision of this agreement is deemed void, voidable, invalid, or unenforceable, the remaining provisions of this agreement shall remain in full force, valid, and enforceable, and the parties shall negotiate an equitable adjustment to the provision deemed void, voidable, invalid, or unenforceable in order to ensure the validity and enforceability of the agreement.

8.4. Parties agree to act in good faith all throughout the term of this Agreement and understand that there may be failures in the performance of this Agreement due to circumstances beyond their control, including, but not limited to, glitches in programming and difficulties in accessing digital content and environments.

8.5. The execution this Agreement will be done digitally, being considered valid and

enforceable obligations for all legal purposes, representing the will of the User for all means and purposes.