

Terms of Sale and Use

For business customers only | Version dated October 13, 2026

1. Provider and Scope

Beeving is a service provided by GROUPE GARAN, a French simplified joint-stock company (société par actions simplifiée, SAS) with share capital of EUR 100, registered with the Paris Trade and Companies Register under number 953 558 582, with its registered office at 200 rue de la Croix Nivert, 75015 Paris, France ("Beeving" or "we"). These general terms (the "Terms") govern beeving.com, the app.beeving.com and dash.beeving.com applications, the APIs, and related features (the "Service"). Contact: contact@beeving.com; phone: +33 6 33 18 05 11.

The Service is available only to individuals and legal entities acting for purposes of their professional or business activities (the "Customer"). The subscriber must be an adult, have the necessary legal capacity, and, when representing an organization, have authority to bind it. The Service is not offered for private consumer use.

A declared business status cannot exclude a mandatory legal provision when that provision applies. The Customer must accurately identify its organization and authorized users.

2. Acceptance and Contract Documents

The Customer expressly accepts the Terms before creating an account or placing an order. A paid order specifies the plan, features, limits, price, taxes, billing frequency, and renewal terms. The order becomes binding after the Customer confirms the order with an obligation to pay and Beeving confirms it. The Customer receives a copy of the documents and order that it can retain.

If there is a conflict, expressly accepted specific terms prevail over the general Terms for the relevant subject matter. The Data Processing Agreement ("DPA") prevails for processing performed on the Customer's behalf. The Privacy Policy separately describes processing for which GROUPE GARAN determines the purposes.

3. Features and Conditions of Use

Depending on the subscribed plan, Beeving allows the Customer to prepare and send campaigns and newsletters, create sequences and follow-ups, manage contacts, lists, segments, and CRM data, receive and process replies, track metrics, connect multiple email accounts, and enrich business contacts using Apollo. Artificial intelligence and email warmup features may supplement these services.

Only features that are available and included in the accepted plan are contractually included. Limits on contacts, users, sender accounts, enrichment or AI credits, and volumes are specified before ordering. An announcement of future development does not constitute an already available feature.

Enrichment results, classifications, deliverability scores, opens, clicks, and other metrics may be incomplete or affected by email protection systems. Beeving does not guarantee the accuracy of each item of third-party data, inbox placement, or a particular number of replies or sales.

When enabled, warmup may generate technical exchanges with mailboxes participating in that process. The Customer must understand its scope before enabling it and may request that it be stopped. Deliverability checks and sender rotation never remove the obligation to comply with provider limits and anti-spam rules.

4. Accounts, Teams, and Security

The Customer protects its login credentials, passwords, SMTP secrets, API keys, and integration tokens. It configures user permissions and removes access that is no longer needed. It immediately notifies Beeving of any unauthorized access or incident at contact@beeving.com.

The Customer is responsible for the instructions of people it authorizes, within their permissions. Beeving remains responsible for its own security obligations and the operation of its access controls. The Customer must not attempt to access another organization's data, circumvent quotas, or compromise the Service.

5. Email Accounts and Connected Services

The Customer may configure its own SMTP/IMAP server or authorize a Google or Microsoft Outlook connection. It authorizes Beeving to perform operations necessary for the selected features: sending, retrieving and processing replies, synchronization, and tracking. The scope depends on the permissions actually granted and is presented when connecting the account.

The Customer must have the necessary rights over connected accounts and comply with their providers' terms, including when those terms impose restrictions stricter than the law. Applicable Google policies may, in particular, restrict commercial use of Gmail features. OAuth authorization does not constitute recipients' consent to receive messages.

The Customer may remove an integration or revoke an authorization. Future operations that depend on it then stop; messages already transmitted and copies held by recipients cannot be recalled automatically. Beeving does not guarantee a third-party service's availability and informs the Customer of significant restrictions of which it becomes aware.

6. Outreach, Contact Data, and Prohibited Uses

The Customer determines the purposes and legal basis of its campaigns and CRM processing. It ensures that contacts have been obtained lawfully, provides the required information, honors objections, and takes account of the rules in recipients' countries. Obtaining or enriching an address does not constitute authorization to send marketing messages.

For business recipients in France, outreach must, in particular, relate to their professional activities, include the required information, and allow a simple, free objection. For individuals contacted as

consumers, prior-consent rules and their statutory exceptions must be respected, even when Beeving's Customer is a business.

Each solicitation clearly identifies the advertiser and provides an effective way to unsubscribe. The Customer must not reimport a person who has objected in order to contact that person again and retains only the information needed to implement that objection.

Email open pixels and other tracking mechanisms are subject to rules separate from those governing outreach. The Customer obtains any required consent before using them, unless a legally applicable and documented exemption applies. Consent to Beeving's cookie banner is not consent from campaign recipients.

The following are prohibited: spam and unlawful outreach, impersonation, phishing, fraud, malware, unlawful or misleading content, infringement of third-party rights, collection without a legal basis, and circumvention of suppression lists or provider protections. Sensitive data or criminal-offense data must not be imported without necessity, an appropriate legal basis, and agreed safeguards.

7. Pricing, Term, and Renewal

Beeving does not offer a free trial under these Terms. Access to paid features requires an order and payment. Any promotion must be expressly described in the order; creating an account does not imply a free plan or trial period.

Business prices are stated exclusive of tax when indicated; taxes and the total amount are presented before payment. Monthly subscriptions are billed in advance each month. Annual subscriptions are purchased for twelve months and billed in advance for the annual period. A displayed monthly equivalent does not turn annual billing into monthly payments.

The subscription automatically renews for a period of the same length unless canceled before renewal. The Customer may request cancellation at any time; cancellation takes effect at the end of the current paid period. Receipt of the request and its effective date are confirmed by email.

Ordinary cancellation does not entitle the Customer to a prorated refund for a period that has already begun. This rule does not exclude a refund required by law, a breach by Beeving, or a specific contractual commitment. A price increase applies only to a future period, with at least thirty days' notice and the opportunity to cancel before it takes effect.

8. Payments, Quotas, and Plan Changes

Payments are processed by Stripe. The Customer authorizes recurring charges corresponding to its order. It maintains valid billing information and a valid payment method. No additional, unplanned expense is incurred without informing the Customer and obtaining its agreement.

Quotas and credits renew according to the period stated in the plan. Unused credits do not roll over unless otherwise specified. Before a plan change is confirmed, its effective date, limits, and any prorated charge or credit are presented. Ordinary cancellation and a plan change are separate operations.

Amounts that are due and unpaid are subject, without a prior reminder when the law so provides, to late-payment interest at the European Central Bank refinancing rate plus ten percentage points, and not less than three times the statutory interest rate. The fixed EUR 40 recovery fee may also apply, together with additional compensation supported by evidence when actual recovery costs exceed that amount, subject to the applicable legal conditions.

Beeving may suspend access after notifying the Customer of a payment default and allowing a reasonable time to remedy it, unless an immediate measure is legally justified. Insolvency rules and other mandatory provisions remain applicable.

9. Artificial Intelligence and Automation

AI features may transmit necessary data to OpenRouter and, depending on the model used, to Anthropic, OpenAI, Google, or xAI. Their purposes, recipients, and limits are described in the Privacy Policy and DPA. The Customer minimizes the information sent and does not include unnecessary secrets.

Suggestions, text, classifications, scores, and recommendations may contain errors. The Customer checks messages and settings before enabling sending or automated actions. Actions are performed according to the instructions and permissions granted; these Terms do not authorize Beeving to expand processing purposes on its own initiative.

The Service is not intended to make decisions on its own that produce legal or similarly significant effects on a person. Any such use requires a specific assessment and safeguards. Google data remains subject to Limited Use restrictions, particularly regarding advertising, data brokers, and training general-purpose models.

10. Intellectual Property and Content

Beeving and its rights holders retain their rights in the software, interfaces, documentation, Fold, and branding elements. The Customer receives a nonexclusive, nontransferable right to use the Service for its business needs during the agreed term.

The Customer retains the rights it holds in its files, messages, lists, and other content. It authorizes only the technical operations necessary for hosting, processing, sending, and returning that content in accordance with its instructions. This authorization does not transfer ownership of its data or permit reuse for an independent purpose.

Data and materials supplied by third parties, including Apollo, remain subject to their applicable rights and licenses. AI-generated content is not necessarily exclusive or eligible for copyright protection. The Customer ensures that its use respects third-party rights.

11. Suspension and Termination for Breach

In the event of a material breach, Beeving notifies the Customer of the reason and allows fifteen days to remedy it when it can be remedied. Immediate suspension may occur to prevent unlawful activity, a security incident, or serious harm, or when correction is impossible. The measure remains proportionate to the risk and may be challenged at contact@beeving.com.

Canceling a subscription is separate from deleting the account. The Customer may request deletion at contact@beeving.com. Campaigns must not continue after the necessary authorization ends or the account is closed. If Beeving discontinues a paid Service for its own reasons while the Customer is using it in accordance with the contract, the prepaid portion that will not be provided is refunded.

12. Return and Deletion of Data

The Customer exports useful data before closure or requests its return at contact@beeving.com. At the end of processing, Beeving returns or deletes personal data according to the Customer's choice, in accordance with the DPA and applicable mandatory rights.

After account deletion, production data is erased within thirty days at the latest. Backup copies are erased within ninety days at the latest, measured from the same event. They are isolated, protected, and no longer used for routine operations. If a restore occurs, deletion instructions are reapplied.

Data that must be retained to meet a legal obligation is segregated, protected, and used only for that purpose. Copies held by recipients, in the Customer's email accounts, or by a third-party controller are not automatically deleted when the Beeving account is closed.

13. Data Portability and Switching Providers

The Customer may request a provider switch or a transfer to its own infrastructure at contact@beeving.com. Beeving supplies the necessary information and reasonable assistance, maintains security, and explains known continuity risks. Exportable data is returned in a structured, commonly used, machine-readable format, including CSV or JSON depending on its nature.

When Chapter VI of Regulation (EU) 2023/2854 applies, the notice period does not exceed two months, the transition generally does not exceed thirty calendar days, and a retrieval period of at least thirty days follows the transition. Any technical extension must satisfy the statutory conditions. Contract termination is notified according to completion of the switch or the deletion instruction.

Exportable information includes contacts and fields, lists and objections, CRM data, campaign content and settings, templates, signatures, retained messages and events, metrics, and account elements necessary for the transfer. Beeving's software, security secrets, other customers' data, and protected internal information are excluded, without obstructing legally required exports. Rights and restrictions applicable to third-party data remain in effect.

These Terms do not provide for any specific provider-switching or data-egress fee. Ordinary subscription fees are separate, and mandatory rules prevail over ordinary cancellation terms. Deletion follows the DPA and the applicable retrieval period, unless lawful early deletion is requested.

14. Service Availability and Changes

Beeving provides the Service with reasonable diligence and in accordance with the accepted plan. Maintenance, security measures, and external failures may cause interruptions. Beeving takes reasonable steps to reduce their duration and restore the Service. No numerical uptime commitment or automatic service credit applies without a separate written agreement.

Updates may maintain security, compliance, and compatibility or improve the Service. Significant changes are announced within a reasonable time, except in an emergency. An essential feature of a paid period cannot be removed without a contractual or legal basis and without preserving the Customer's remedies.

15. Liability

For paying business Customers, Beeving's total liability for breaches relating to the Service is limited to subscription amounts paid or payable for the twelve months preceding the event giving rise to liability. Indirect losses, as defined under French law, are excluded to the extent permitted. Data loss is not excluded solely because it is data loss.

This cap and these exclusions do not apply in cases of fraudulent misrepresentation, fraud, intentional misconduct or gross negligence, liability that cannot legally be limited, or when they would deprive an essential obligation of its substance. They do not limit data subjects' rights or mandatory data protection liabilities.

Each party is responsible for the consequences of its own breaches. The Customer remains responsible for the lawfulness of its campaigns and instructions; Beeving remains responsible for its obligations as a service provider and processor. No provision requires the Customer to cover a breach attributable to Beeving.

16. Confidentiality and Force Majeure

Each party protects nonpublic information received from the other, limits its use to contract performance, and restricts access to people who need it. Legally required disclosures, information already public without a breach, and information lawfully obtained independently are excepted. The DPA's obligations apply to personal data.

A party prevented from performing by a force majeure event within the meaning of Article 1218 of the French Civil Code informs the other party and takes reasonable steps to limit its effects. The consequences for suspension or termination are determined by law; a provider's failure is not automatically treated as force majeure.

17. Amendments and Evidence

Material changes to the Terms are communicated by email at least thirty days before taking effect, except where required by law or a security emergency. They do not retroactively change a paid period. The Customer may reject the new terms by canceling before they apply; a new express agreement is obtained when necessary.

Confirmations, logs, and electronic records may be used as evidence, subject to their integrity and the right to challenge them. They do not constitute conclusive evidence that cannot be rebutted. An invalid provision does not affect the remaining provisions if the contract can continue.

18. Governing Law, Complaints, and Contact

The Terms are governed by French law, subject to applicable mandatory provisions. Complaints must be sent to contact@beeving.com or GROUPE GARAN, 200 rue de la Croix Nivert, 75015 Paris, France.

FOR PARTIES ENTERING INTO THE CONTRACT AS MERCHANTS, DISPUTES ARE SUBJECT TO THE COMPETENT COURTS OF PARIS WHEN THIS JURISDICTION CLAUSE IS VALID UNDER THE APPLICABLE RULES. In other situations, ordinary statutory jurisdiction rules apply.

The documents are issued in French. A translation may be provided; the French version prevails to the extent permitted by law. The single contact for support, contracts, and data matters is contact@beeving.com.