



# PELICAN – MASTER TERMS OF SERVICE

Last updated: 5 May 2026

These master terms of service (“terms”) constitute a legally binding agreement between Bebec Limited, a company incorporated in England and Wales with company number 10629442 and registered office at Nortex Business Centre, 105 Chorley Old Road, Bolton, BL1 3AS (“Beboc”, “we”, “us”), and the legal entity identified during the registration process (“Client”, “you”).

## 1. DEFINITIONS & INTERPRETATION

1.1 The following definitions apply.

**AI Assistant:** the suite of proprietary artificial intelligence tools within the Services, including voice-activated commands, automated lead and job generation, and predictive data filling.

**AI Fair Use Policy:** Bebec’s AI Fair Use Policy available at <https://www.beboc.co.uk/legal/pelican-ai-fair-use-policy>, as updated from time to time.

**AI Output:** any output generated through use of the AI Assistant or Services.

**Authorised Users:** those employees, agents, and independent contractors of the Client who are authorised by the Client to use the Services and the Documentation.

**Billing Cycle:** the recurring monthly or annual subscription period selected by the Client.

**Billing Provider:** Stripe Payments Europe Ltd or such other third-party payment processor used by Bebec from time to time.

**Business User:** a person or entity acting in the course of a trade, profession, or business and not as a consumer.

**Client Data:** the data inputted by the Client, Authorised Users, or Bebec on the Client’s behalf for the purpose of using the Services.

**Documentation:** the documents made available to the Client by Bebec online which set out a description of the Services and the user instructions for the Services, including any applicable use policies (such as the AI Fair Use Policy).

**Effective Date:** the date upon which the Client first registers for an account or executes an Order Form.

**Initial Subscription Term:** the initial subscription period selected by the Client at the time of purchase, being either: (a) one (1) month for monthly subscription plans; or (b) twelve (12) months for annual subscription plans.

**Order Form:** any order form, online checkout, subscription screen, or other purchasing interface approved by Bebec which references these Terms.

**Pelican:** the proprietary SaaS platform and associated web and mobile applications branded as “Pelican”, which form part of the Services provided by Bebec.

**Privacy Policy:** Bebec’s privacy policy available at <https://www.beboc.co.uk/legal/pelican-privacy-policy>, as updated from time to time.

**Renewal Term:** each successive subscription period following the Initial Subscription Term, which shall be of equal duration to the Initial Subscription Term, unless otherwise agreed in writing.

**Services:** the Pelican subscription services provided by Bebec to the Client via the Pelican web and mobile applications.

**Software:** the online and mobile applications provided by Bebec as part of the Services.

**Subscription Term:** the Initial Subscription Term together with any Renewal Term(s).

1.2 **Business Use Only.** The Services are provided exclusively for Business Users. By registering for or using the Services, the Client confirms that it is acting in the course of business and not as a consumer for the purposes of the Consumer Rights Act 2015.

## 2. SERVICE PROVISION & LICENCE

2.1 **Grant of Licence.** Subject to the Client purchasing the Subscriptions and complying with these Terms, Bebec grants the Client a non-exclusive, non-transferable, revocable right and licence, without the right to grant sub-licences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Client’s internal business operations.

Beboc may suspend or restrict access to the Services where necessary to protect the security, integrity, availability, or lawful operation of the Services, or to comply with applicable law or regulatory obligations.

2.2 **No-Commitment Free Trial.** Where the Client registers for a free trial, Bebec will make the Services available on a trial basis free of charge. During any free trial, the Services are provided “AS IS” without any warranty, service level commitment, or support obligation. Bebec may delete all data entered during a free trial upon its expiry unless a paid subscription is commenced.

2.3 **App Store Interoperability.** Use of the mobile application is subject to the usage rules set forth in the Apple App Store Terms of Service and Google Play Terms of Service. Bebec, and not the app store provider, is solely responsible for the Services and their content.

2.4 **Payment Dependency.** Access to the Services is conditional upon successful and ongoing payment processing by the Billing Provider. Bebec shall not be responsible for any interruption, suspension, or termination of access resulting from payment failures, chargebacks, disputes, or actions taken by the Billing Provider.

2.5 **Service Availability and Changes.** Bebec may, from time to time and in its discretion, modify, enhance, replace, or discontinue any feature, functionality, or component of the Services. Feature availability, functionality, and usage limits may vary by subscription tier and may change over time. Bebec does not warrant that any particular feature or functionality will remain available for any minimum period, nor that the Services will maintain backward compatibility with previous versions or configurations.

Beboc may modify, restrict, suspend, or discontinue any AI-powered feature where necessary to comply with applicable law, guidance, or regulatory interpretation relating to artificial intelligence, automated decision-making, or data protection, whether existing or introduced after the Effective Date. Such action shall not constitute a breach of this Agreement.

## 3. THE PELICAN AI ASSISTANT & VOICE DATA

3.1 **Nature of AI Output.** The AI Assistant uses probabilistic machine-learning models to generate output. AI-generated content may be inaccurate, incomplete, misleading, or unsuitable for the Client’s intended purpose. The AI Assistant is

provided solely as an assistive tool and is not a substitute for human review, professional judgement, or decision-making.

3.2 **Client Responsibility for AI Output.** The Client is solely responsible for reviewing, verifying, and approving all AI-generated output before relying on, publishing, or communicating such output. Bebec shall have no liability arising from or in connection with any decisions, actions, or omissions taken by the Client or any third party in reliance on AI-generated output.

3.3 **Voice Transcription.** By utilising voice-activated features, the Client expressly consents to the processing and transmission of audio data to Bebec's third-party AI sub-processors for transcription, intent analysis, and service functionality

#### 3.4 **AI Fair Use**

3.4.1 **Responsible Use.** The Client shall ensure that all use of the AI Assistant is lawful, responsible, and in accordance with these Terms. The Client shall not use the AI Assistant to generate, process, or disseminate any content that is unlawful, harmful, misleading, discriminatory, defamatory, or otherwise inappropriate. The Client shall comply with the AI Fair Use Policy (as updated from time to time).

3.4.2 **Prohibited High-Risk Use.** The Client shall not use the AI Assistant for any purpose that involves fully automated decision-making without meaningful human review and which produces legal or similarly significant effects on individuals, including without limitation any legal, financial, regulatory, or safety-critical decision-making.

3.4.3 **Special Category Data.** The Client shall not use the AI Assistant to process special category data (as defined in the UK GDPR) unless the Client has a lawful basis and appropriate safeguards in place.

3.4.4 **Monitoring and Enforcement.** Bebec may monitor usage of the AI Assistant for the purposes of detecting misuse and ensuring compliance with this clause. Bebec may suspend or restrict access to the AI Assistant where it reasonably believes that the Client's use breaches this clause or poses a legal, ethical, or operational risk.

Any suspension or restriction imposed pursuant to this clause or the AI Fair Use Policy shall be exercised in accordance with Bebec's suspension rights under clause 4.3 and clause 10.5 of these Terms.

3.4.5 **AI Resource Consumption.** If the Client's consumption of AI resources (including tokens, API calls, or minutes of transcription) materially exceeds normal usage for the applicable subscription tier, Bebec may take reasonable steps to protect the stability and cost-efficiency of the Services. Where the Client's usage exceeds three times (3x) the median usage of Bebec's client base for the same subscription tier over any rolling thirty (30) day period, Bebec may, upon at least seven (7) days' written notice: (a) throttle or rate-limit the Client's access to the AI Assistant; or (b) apply additional usage-based fees in accordance with Bebec's then-current pricing.

Bebec shall act reasonably and proportionately when assessing usage and implementing any measures under this clause. Bebec shall, on request, provide a high-level explanation of the usage metrics relied upon.

#### 3.5 **AI Output and Use**

3.5.1 As between the parties, the Client retains all rights, title, and interest in and to AI Output, subject to the terms of this Agreement. Bebec retains all rights, title, and interest in and to the Services, including the underlying models, algorithms, systems, and methodologies used to generate AI Output.

3.5.2 The Client acknowledges that AI Output is generated probabilistically, may not be accurate, complete, or suitable for any particular purpose, and should not be relied upon without appropriate human review and judgment. The Client is solely responsible for its use of AI Output and for ensuring that such use complies with applicable laws and regulations.

3.5.3 The Client acknowledges that AI Output may not be unique and that similar or identical output may be generated for other customers.

3.5.4 The Client grants Bebec a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence (which shall survive termination or expiry of this Agreement) to use, copy, modify, analyse, and otherwise process fully anonymised and aggregated Client Data, including prompts and AI Output derived from use of the Services, for the purposes of operating, maintaining, developing, and improving the Services, provided that such data does not identify the Client or disclose Client Confidential Information. For the avoidance of doubt, Bebec does not access or use non-anonymised Client Data or AI Output for training or development purposes except as expressly permitted under this Agreement.

#### 3.6 **AI Fair Use Policy**

3.6.1 The Client shall comply with the AI Fair Use Policy, which sets out additional behavioural and operational requirements for the responsible use of the AI Assistant. The AI Fair Use Policy is incorporated by reference into these Terms.

3.6.2 Bebec may update the AI Fair Use Policy from time to time to reflect changes in regulation, improvements to the AI Assistant, or emerging risks. Continued use of the Services following an update constitutes acceptance of the updated policy.

3.6.3 In the event of conflict between the AI Fair Use Policy and these Terms, these Terms shall prevail.

### 4. **CLIENT OBLIGATIONS & CONDUCT**

4.1 **Account Security.** The Client shall ensure that each Authorised User maintains secure credentials, keeps passwords confidential, and complies with these Terms. The Client is responsible for all activity occurring under its account.

4.2 **Prohibited Use.** The Client shall not access, store, distribute, or transmit any material that is unlawful, harmful, or facilitates illegal activity, nor shall the Client:

- introduce viruses or malicious code;
- use the Services in a manner that materially exceeds reasonable usage limits or adversely impacts platform performance;
- copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute any portion of the Software for the purpose of building a competing product.

4.3 **Suspension Rights.** Bebec may suspend access to the Services immediately where it reasonably believes that:

- the Client is in material breach of these Terms;
- the Client's use poses a security, legal, or operational risk;
- suspension is required to comply with applicable law or regulatory obligations; or
- the Client's use of the AI Assistant breaches the AI Fair Use Policy.

Bebec shall exercise suspension rights reasonably and in good faith, and where practicable shall seek to restore access promptly following remediation.

### 5. **OPERATIONAL LIMITATIONS**

5.1 **GPS & Mapping.** Location tracking and ETA features are provided via third-party telemetry. Bebec does not warrant the accuracy of real-time maps. GPS data is provided for guidance only and must not be relied upon for safety-critical dispatch decisions.

5.2 **Materials Tracking & Invoicing.** While the Services allow field operatives to adjust material quantities, the Client remains solely responsible for final financial reconciliation and invoice accuracy. Bebec disclaims all liability for revenue loss, overcharging claims, or disputes arising from operative data-entry errors.

5.3 **Offline Synchronisation.** In offline mode, data is stored locally on the user's device. Bebec is not liable for data loss where a device is lost, reset, or unsynchronised prior to reconnection.

## 6. FEES AND PAYMENT

6.1 **Subscription Fees.** The Client shall pay the Subscription Fees in advance on a recurring basis in accordance with the selected Billing Cycle.

6.2 **Payment Method.** By providing payment details, the Client authorises Bebec and the Billing Provider to store payment credentials, charge recurring Subscription Fees automatically, and retry failed payments in accordance with the Billing Provider's retry logic.

6.3 **Failed Payments.** If a payment attempt fails, Bebec may retry the charge automatically, suspend access to the Services until payment is successfully processed, and/or terminate the Subscription in accordance with clause 10.

6.4 **No Refunds / Proration.** Except where required by law, Subscription Fees are non-refundable and no refunds or credits shall be provided for partial Billing Cycles, unused Services, or downgrades.

6.5 **Taxes.** All fees are exclusive of VAT and applicable taxes, which may be calculated, collected, and remitted by the Billing Provider.

6.6 **Price Changes.** Bebec may amend Subscription Fees upon renewal by providing at least thirty (30) days' prior notice. Continued use following renewal constitutes acceptance of the revised fees.

6.7 **Renewal Pricing.** Upon renewal of a Subscription for any Renewal Term, the applicable Subscription Fees shall be Bebec's then-current fees for the relevant subscription plan, unless otherwise expressly agreed in writing.

6.8 **Plan Changes.** The Client may request changes to its subscription plan, including upgrades or downgrades, via the account settings or as otherwise permitted by Bebec. Any upgrade to a higher subscription tier or to an annual subscription plan shall take effect immediately, and the applicable Subscription Fees shall be adjusted accordingly from the date of the upgrade. Any downgrade to a lower subscription tier or to a monthly subscription plan shall take effect at the end of the then-current Subscription Term. No refunds, credits, or pro-rations shall be provided in respect of any downgrade or plan change, except where required by law.

## 7. INTELLECTUAL PROPERTY RIGHTS

7.1 **Bebec Ownership.** The Client acknowledges and agrees that Bebec and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Client any rights to, under, or in any patents, copyright, database right, trade secrets, trade names, trademarks, or any other rights or licences in respect of the Services.

7.2 **Publicity.** Bebec may use the Client's name and logo in marketing materials unless the Client withdraws consent in writing.

## 8. INDEMNITY

8.1 The Client shall defend, indemnify, and hold harmless Bebec from and against all third-party claims, actions, proceedings, losses, damages, expenses, and costs (including reasonable legal fees) arising out of or in connection with the Client's breach of these Terms or unlawful use of the Services.

## 9. LIMITATION OF LIABILITY

9.1 Bebec shall not be liable for loss of profits, loss of business, depletion of goodwill, loss or corruption of data, or any indirect or consequential loss.

9.2 Bebec's total aggregate liability shall not exceed the Subscription Fees paid in the twelve (12) months immediately preceding the claim.

9.3 Nothing in this agreement limits liability to the extent it cannot be lawfully limited.

9.4 **Chargebacks and Payment Disputes.** Bebec shall not be liable for any losses, damages, costs, or expenses arising from chargebacks, payment disputes, reversals, or refunds initiated by the Client, any card issuer, or the Billing Provider.

## 10. TERM & TERMINATION

10.1 **Term.** Subscriptions commence on the Effective Date and continue for the applicable Subscription Term, renewing automatically for successive Renewal Terms unless cancelled prior to the end of the then-current Subscription Term via account settings.

10.2 **Cancellation.** Cancellation must be effected before the end of the then-current Subscription Term to avoid renewal. Cancellation takes effect at the end of the current Billing Cycle. Access continues until the end of the paid period.

10.3 **Termination for Non-Payment.** Bebec may terminate the Subscription immediately where payment remains outstanding following reasonable retry attempts.

10.4 **Data Deletion.** Upon termination, Bebec may delete Client Data within a reasonable period, subject to retention required by law and data stored in routine system backups, which shall be securely overwritten in accordance with Bebec's retention policies.

10.5 **Suspension.** Any suspension of the Services pursuant to this Agreement shall be temporary and shall not constitute termination of the Agreement or any Subscription. During any period of suspension, the Client's obligation to pay applicable Subscription Fees shall continue, and the Subscription Term shall not be extended or shortened unless the Agreement is subsequently terminated in accordance with its terms.

## 11. FORCE MAJEURE

11.1 Bebec shall have no liability to the Client under this agreement if it is prevented from or delayed in performing its obligations by acts, events, omissions, or accidents beyond its reasonable control, including without limitation:

- strikes, lock-outs, or other industrial disputes;
- failure of a utility service, telecommunications network, hosting provider, cloud infrastructure provider, or internet service provider;
- acts of God, fire, flood, storm, epidemic, pandemic, or other natural disaster;
- war, riot, civil commotion, malicious damage, terrorism, or armed conflict;
- compliance with any law, governmental order, rule, regulation, direction, or guidance; or
- failure or default of suppliers, sub-contractors, payment processors, AI sub-processors, or other third-party service providers.

## 12. GENERAL PROVISIONS

12.1 **Entire Agreement.** These Terms constitute the entire agreement between the parties.

12.2 **Assignment.** Bebec may assign this agreement in connection with a merger, acquisition, or sale of assets.

12.3 **No Partnership.** Nothing in this agreement creates a partnership, agency, or joint venture.

12.4 **Third-Party Rights.** No third party has rights under the Contracts (Rights of Third Parties) Act 1999.



- 12.5 **Billing Provider Terms.** The Client's use of the Services is subject to the applicable terms and conditions of the Billing Provider. Beboc shall not be responsible or liable for any acts, omissions, failures, or decisions of the Billing Provider.
- 12.6 **Waiver.** No failure or delay by either party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No waiver of any breach of this agreement shall be deemed a waiver of any subsequent breach.
- 12.7 **Severance.** If any provision or part-provision of this agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 12.8 **Governing Law.** This agreement is governed by the law of England and Wales.

### 13. DATA PROTECTION

- 13.1 **Data Processing.** To the extent that Beboc processes Personal Data on behalf of the Client in the course of providing the Services, the Data Processing Addendum set out in Schedule X shall apply and form part of this agreement.
- 13.2 **Privacy Policy.** The Client acknowledges that Beboc processes certain Personal Data as a Controller in accordance with its Privacy Policy. The Privacy Policy is incorporated by reference into these Terms.

## SCHEDULE X – DATA PROCESSING ADDENDUM (UK GDPR)

Last updated: 5 May 2026

This Data Processing Addendum (“DPA”) forms part of the Master Terms of Service between Bebec Limited (“Beboc”) and the Client. This DPA applies to the extent that Bebec processes Personal Data on behalf of the Client in the course of providing the Services.

### 1. DEFINITIONS

1.1 The following definitions apply.

**Data Protection Laws:** the UK GDPR, the Data Protection Act 2018, and any applicable data protection or privacy legislation.

**Personal Data, Processing, Controller, Processor, and Supervisory Authority** have the meanings given in UK GDPR.

1.2 Capitalised terms not defined in this DPA have the meaning given in the Master Terms.

### 2. ROLES OF THE PARTIES

2.1 The Client acts as Controller of Personal Data.

2.2 Bebec acts as Processor when processing Personal Data on behalf of the Client.

2.3 Where Bebec processes anonymised or aggregated data for product improvement or AI training, such data does not constitute Personal Data.

### 3. DETAILS OF PROCESSING

3.1 **Subject Matter.** Provision of the Pelican SaaS platform, including job management, invoicing, scheduling, AI-assisted workflows, and voice transcription

3.2 **Duration.** For the duration of the Client’s subscription and any post-termination retention period permitted under the Master Terms.

3.3 **Nature and Purpose**

- hosting and operation of the Services
- processing instructions from the Client
- AI-assisted functionality
- voice transcription and intent analysis
- billing and account administration

3.4 **Types of Personal Data.** May include names, contact details, job and invoice data, voice recordings and transcripts, location data (where enabled).

3.5 **Categories of Data Subjects.** Client employees, contractors, and customers.

### 4. PROCESSOR OBLIGATIONS

4.1 Bebec shall: (a) process Personal Data only on documented instructions from the Client; (b) ensure persons authorised to process Personal Data are subject to confidentiality obligations; (c) implement appropriate technical and organisational measures in accordance with Article 32 UK GDPR; and (d) not sell or use Personal Data for its own purposes.

### 5. SECURITY MEASURES

5.1 Bebec shall implement measures appropriate to the risk, including:

- access controls and authentication
- encryption in transit and at rest where appropriate
- logical separation of customer data
- incident detection and response procedures

### 6. SUB-PROCESSING

6.1 The Client grants general authorisation for Bebec to engage sub-processors.

6.2 Bebec shall ensure sub-processors are bound by equivalent data protection obligations.

6.3 Bebec’s authorised sub-processors are listed in Schedule Y. Bebec shall ensure that all sub-processors are subject to equivalent data protection obligations and remains fully liable for their performance under this DPA.

6.4 Bebec remains fully liable for the performance of its sub-processors.

### 7. INTERNATIONAL TRANSFERS

7.1 Where Personal Data is transferred outside the UK, Bebec shall ensure appropriate safeguards are in place, including the UK International Data Transfer Addendum or Standard Contractual Clauses.

7.2 Bebec shall conduct and document transfer risk assessments where required.

### 8. DATA SUBJECT RIGHTS

8.1 Bebec shall, taking into account the nature of the processing: (a) assist the Client in responding to data subject requests; (b) promptly notify the Client if it receives a request directly; and (c) not respond to such requests unless authorised by the Client.

### 9. PERSONAL DATA BREACHES

9.1 Bebec shall notify the Client without undue delay after becoming aware of a Personal Data Breach and provide reasonable assistance to enable the Client to meet its notification obligations.

### 10. AUDIT AND COMPLIANCE

10.1 Bebec shall make available information reasonably necessary to demonstrate compliance with this DPA.

10.2 Audits shall be limited to once per year, during business hours, and subject to reasonable notice.

10.3 Bebec may satisfy audit requests through third-party certifications or reports where appropriate.

### 11. DATA DELETION OR RETURN

11.1 Upon termination of the Services, Bebec shall delete or return Personal Data in accordance with the Master Terms.

11.2 Personal Data retained in backups shall be securely overwritten in accordance with Bebec’s retention policies; Legal retention obligations shall prevail.

### 12. LIABILITY

12.1 Liability under this DPA is subject to the limitations of liability set out in the Master Terms. Nothing in this Agreement limits either party’s liability for infringements of data protection law to the extent such limitation is prohibited by law.

### 13. PRECEDENCE

13.1 In the event of conflict between this DPA and the Master Terms, this DPA shall prevail in respect of data protection matters.

### 14. GOVERNING LAW

This DPA is governed by the law of England and Wales.

## SCHEDULE Y – SUB-PROCESSOR DISCLOSURE APPENDIX

This Schedule forms part of the Data Processing Addendum.

### 1. AUTHORISED SUB-PROCESSORS

1.1 As at the Effective Date, Beboc uses the following sub-processors in connection with the Services:

Sub-Processor	Purpose	Location
Stripe Payments Europe Ltd	Payment processing and billing	UK / EEA
Amazon Web Services	Hosting and data storage	UK / EEA
Anthropic	Voice transcription and intent analysis	UK / EEA
AWS SES	Transactional communications	UK / EEA
AWS SES	Transactional communications	UK / EEA

### 2. UPDATES TO SUB-PROCESSORS

2.1 Beboc may update this list from time to time.

2.2 The Client may request advance notice of material changes.

2.3 Continued use of the Services following an update constitutes acceptance.

### 3. SAFEGUARDS

3.1 All sub-processors are:

- contractually bound to equivalent data protection obligations;
- subject to appropriate security and confidentiality requirements; and
- restricted from processing Personal Data for their own purposes.