

**BLUIP TERMS OF USE**  
**VERSION: OCTOBER 4, 2017**

**1. Acceptance**

This Terms of Use agreement (interchangeably, "Terms of Use" or "Terms of Use Agreement") applies to all aspects of your accessing, browsing, using, framing and/or linking to BluIP's Web sites ("Sites"). Any person accessing, browsing, using, framing and/or linking to any of the Sites in any way is a "User" for purposes of this Terms of Use Agreement and may be referred to as "User," "Users" or "You" herein. By accessing, browsing, using, framing and/or linking to any of the Sites, You acknowledge that You have read, understand, and agree to be bound by the provisions of this Terms of Use Agreement. **IF YOU ARE DISSATISFIED AND/OR DO NOT AGREE TO THE PROVISIONS OF THIS TERMS OF USE AND ANY OR ALL OF ITS PROVISIONS, YOUR SOLE REMEDY IS TO DISCONTINUE YOUR USE OF THE SITES.**

**2. Other Agreements.**

If you and BluIP are parties to any agreement(s), other than this Terms of Use, ("Other Agreement(s)") this Terms of Use is a part of such Other Agreement(s); this Terms of Use is effective without limiting, waiving and notwithstanding the provisions of any Other Agreement(s). This Terms of Use will be read in connection with each Other Agreement. In the event of discrepancy between this Terms of Use, and Other Agreements, this Terms of Use shall prevail but only to the extent of the express purposes hereunder set forth; otherwise, the Other Agreements shall prevail. This Terms of Use, however, applies to You, even if you are not a party to another agreement with BluIP.

**3. Updates**

a) This Terms of Use Agreement is subject to change. Any changes to this Terms of Use will be posted on the Sites. All accessing, browsing, using, framing and/or linking to the Sites are subject to the provisions of this Terms of Use, as amended.

b) The Materials (defined below) may include technical inaccuracies or typographical errors. BluIP may publish changes to the Materials at any time without notice. BluIP may also make improvements and/or changes in the products and services and/or the programs described in the Materials at any time without notice. BluIP has the right to revise these Materials at any time. By linking, accessing, browsing, and/or using the Sites, You agree to be bound by any such revisions and should therefore periodically visit the Sites.

**4. Restrictions on Use of the Sites and Their Content**

Limited License. Subject to all of the provisions of this Terms of Use, BluIP grants You a terminable, non-exclusive, non-transferable, personal, non-sublicenseable limited license to access and use the Sites and/or the content and other materials published on the Sites ("Materials") for your personal, non-commercial use, which may include displaying, copying, and downloading Materials for such use. The design and layout of any and all of the Sites are specifically excluded from the Materials. No other use of the Materials is authorized under this copying license. Any copy of the Materials (or any portion thereof) that You make, must retain all copyright and other proprietary notices contained herein or therein. You may not modify the Sites, the Material, any copyrighted materials, or other proprietary content. The license to use the Sites terminates automatically if you breach these Terms, and BluIP may accordingly restrict, disable, suspend or terminate your access to all or part of the Sites at any time in BluIP's sole discretion and without prior notice.

As a condition of your use of the Sites, you may not: (a) modify, distribute, display, transfer, post, or transmit any part or parts of the Sites or the Materials without BluIP's prior written permission; (b) use the Sites for any purpose that is unlawful; (c) use the Sites for any non-personal or commercial activities; (d) use the Sites in any manner which could damage, disable, overburden, or impair the Sites, or interfere with any other party's use of the Sites; (e) obtain or attempt to obtain or copy any content or information not intentionally made available through the Sites, by, for example, the use of monitoring, data mining, robots, spiders, or similar data gathering and extraction tools; or (f) transmit inappropriate material to or through the Sites, including material that is threatening, defamatory, sexually graphic, inflammatory, or profane. BluIP may edit or remove any transmission it deems inappropriate. All other uses of the Sites, BluIP's software and the Materials, including, but not limited to modification, publication, transmission, participation in the transfer or sale of, reproduction, creation of derivative works from, distribution, performance, display, incorporation

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#### **5. Termination of Usage**

This Terms of Use Agreement shall remain in force until terminated by either You or BluIP. You may terminate this Terms of Use Agreement solely by discontinuing Your use of and access to the Sites. BluIP may terminate this Terms of Use Agreement, or suspend Your access to all or part of the Sites, without notice, for any conduct that BluIP, in BluIP's sole discretion, believes is disruptive to the Sites, is in violation of any applicable Law or is in violation of this Terms of Use. All terms and provisions of this Terms of Use Agreement that would be reasonably thought to survive this Terms of Use Agreement (including all: Restrictions of Use; Intellectual Property provisions; Disclaimers; indemnification and, Limitation of Liability) will survive the termination of this Terms of Use Agreement.

#### **6. Notices**

(a) Trademark and Copyright Notices. The Sites contain content that is protected by copyright, patent, trademark and/or other proprietary rights Laws of the United States and/or other jurisdictions. The Materials, including all intellectual property rights therein, are owned by BluIP or third parties. Except as expressly set forth in these Terms of Use, all rights to the Materials are reserved. All trademarks, images, and company and product names that appear on the Sites ("**Marks**") are the property of their owners and are displayed with permission. Nothing in these Terms of Use is intended to transfer ownership rights or grant any permission, license or other rights to any Marks. Any rights to the Marks not expressly granted hereunder are reserved. Without limiting the foregoing, You shall not use the Marks, or any of them, in connection with any product or service that is not BluIP's, in any manner that is likely to cause confusion among customers nor in any manner that disparages or discredits BluIP.

(b) California Legal Notice. Californians have rights to the following information pursuant to California Civil Code Section 1789.3 and California Business and Professions Code Section 17538. BluIP, Inc., located at the address below, is the provider of the electronic commercial service on the Sites.

(i) Currently there are no charges to the consumer imposed by BluIP for use of the Sites. BluIP reserves the right to change its pricing and to begin charging for use of all or any portion of the Sites.

(ii) The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in California may be contacted in writing at 400 R. Street, Suite 3090, Sacramento, CA 95814 or by calling 1-800-952-5210.

#### **7. Communications with BluIP**

BluIP welcomes Your comments and Feedback regarding the Sites and BluIP's services; however, BluIP does not want and cannot accept any ideas, suggestions and other similar submissions disclosed, submitted or offered to BluIP using the Sites or otherwise which You consider to be confidential or proprietary. Accordingly, all comments, Feedback, ideas, suggestions and other similar submissions disclosed, submitted or offered to BluIP using the Sites or otherwise (collectively, "Submissions") are not confidential and become and remain the property of BluIP. Subject to the parameters and restrictions set forth in BluIP's Privacy Policy located at <http://www.bluip/legal>, and any Other Agreement(s), BluIP is under no obligation to refrain from and is entitled to use, display, publish, reproduce, modify, transmit, sublicense, translate, create derivative works from and distribute Submissions in any medium and through any method of distribution, transmission or display for any purpose whatsoever, commercial or otherwise, without compensation or any other obligation to the provider of the Submissions. You hereby give BluIP Your consent to use Your personal data consistent with BluIP's Privacy Policy and any Other Agreement.

#### **8. Copyright Infringement Notification**

BluIP respects the intellectual property of others and asks its content partners and those posting to the Sites to do the same. BluIP's network may not be used to transmit, retransmit, distribute, post, or store any material that is in violation of any rights of any person including rights protected by

copyright, trade secret, patent, or other intellectual property or similar Laws or regulations, BluIP has established procedures for enforcing this statement which are designed to be in accord with the Digital Millennium Copyright Act ("DMCA"). Please see DMCA for a description of the procedures to follow if You believe that Your copyrighted work has been copied and is accessible on any of the Sites in a way that constitutes copyright infringement. Please note that any person who knowingly misrepresents to BluIP that material is infringing shall be liable to BluIP and/or the alleged infringer for any damages (including costs and attorneys' fees) suffered or incurred by BluIP and/or the alleged infringer as a result of BluIP's relying on such misrepresentation and removing or disabling access to such material. Similarly, any person who knowingly misrepresents to BluIP that the material was removed or access blocked by mistake or misidentification shall be liable to BluIP and/or the copyright owner, or its authorized licensee, for any damages (including costs and attorneys' fees) suffered or incurred by BluIP, and/or the copyright owner or its authorized licensee, as a result of BluIP's relying on such misrepresentation and replacing such removed or blocked material.

### **9. Links**

(a) The Sites may provide links or references to other sites, including sites provided by the United States government. BluIP has no responsibility for the content of these other sites, does not make any representations or give any warranties with respect to any information contained in or at these other sites, and shall not be liable for any damages or injury arising from the content of these other sites. BluIP does not endorse companies or products to which it has provided links. Any links to other sites are provided merely as a convenience to Users and, if You decide to access any of the third party sites linked to the Sites, You do so entirely at Your own risk. BluIP reserves the right to terminate any link or linking program at any time. You acknowledge that the Sites may link to other Web sites not controlled by BluIP and that BluIP is not responsible for the data collection policies of these sites. (b) There may be circumstances where access to the Sites is provided by a hypertext link located at another Web site. BluIP does not make any representations or give any warranties with respect to any information contained in or at these other sites and BluIP shall not be liable for any damages or injury arising from the content of these other sites. BluIP does not endorse the individuals, companies or other similar entities, or any products or materials associated with such individuals, companies or other similar entities, which provide a link to the Sites at their Web sites. (c) Unless approved in writing in advance by BluIP, You agree not to: (i) provide or create a link to the Sites; and/or (ii) create any frames at any other Web sites pertaining to any of the Materials. Please contact BluIP to seek approval for linking to the Sites.

### **10. Products and Services Availability**

BluIP is a service provider operating in some, but not all, markets within and outside of the U.S., and may provide access to international information, which information may contain references or cross references to products, programs, and services that are not currently available in Your country. BluIP's references to such products, programs, and services does not necessarily mean or otherwise imply that the products, programs, and services announced or discussed are available in all countries or all areas of the the United States. Therefore, BluIP may provide access to information that may contain references or cross references to products, programs, and services that are not announced or available in all markets or all markets where BluIP conducts business.

### **11. Disclaimers**

(a) The Materials have been compiled by BluIP from internal and external sources. While BluIP has attempted to provide accurate information on the Sites, no representation is made or warranty given as to the completeness or accuracy of the Materials. In particular, You should be aware that the Materials may be incomplete, may contain errors, or may have become out of date. You should therefore verify information obtained from the Sites before You take any action upon it. No advice or information, whether oral or written, obtained by You from BluIP, shall create any warranty not expressly made herein.

(b) THE SITES ARE PROVIDED ON AN "AS-IS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, BLUIP DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION, ACCESSIBILITY OR SECURITY OF THE SITES, AND THE ACCURACY, COMPLETENESS, CURRENCY OR RELIABILITY OF ANY OF THE MATERIALS, OTHER CONTENT OR DATA FOUND ON THE SITES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED

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#### **12. Indemnity**

You agree to indemnify, defend, and hold BluIP and BluIP's subsidiaries, affiliates, officers, directors, agents and employees, and all other related parties of BluIP and of the foregoing listed parties, harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of Your breach of these Terms of Use or Your violation of any Law or the rights of a third party.

#### **13. Limitation of Liability**

(a) BluIP periodically schedules system downtime for maintenance and other purposes. Unplanned system outages also may occur. Neither BluIP nor its related parties shall have any liability whatsoever for the resulting unavailability of the Sites or for any loss of data or transactions caused by planned or unplanned system outages or the resulting delay, mis-delivery, or non-delivery of data or other information caused by such system outages, or any third party acts or any other outages of Web host providers or the Internet infrastructure and network external to the Sites.

(b) BLUIP ASSUMES NO RESPONSIBILITY, AND IN NO EVENT SHALL BLUIP OR ITS RELATED PARTIES BE LIABLE FOR, ANY INJURY, LOSS, CLAIM, DAMAGE, LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, OR INABILITY TO ACCESS THE SITES, OR FROM YOUR RELIANCE ON ANY INFORMATION PROVIDED ON THE SITES, OR IN ANY WAY UNDER THIS TERMS OF USE AGREEMENT, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **14. General**

##### **(a) Applicable Law**

(i) You are responsible for compliance with all applicable Laws and regulations, wherever You use or access the Site and/or the Materials. You hereby acknowledge and agree that this Terms of Use, BluIP's Privacy Policy, and Your access to and use of the Sites are governed by U.S. Federal Law for the Southern District of California and/or the Laws of the State of California, and that any legal action or proceeding relating to this Terms of Use, BluIP's Privacy Policy, and Your access to and use of the Sites shall be instituted only in a state or federal court located in Los Angeles County, Los Angeles, U.S.A. You and BluIP hereby irrevocably agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

(ii) All information available at the Sites is subject to U.S. export control Laws and may also be subject to the Laws of the country where You reside. All BluIP products and publications are commercial in nature. Any Materials copied or downloaded from the Sites for or on behalf of the United States of America, its agencies and or instrumentalities ("U.S. Government"), is provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

(b) Severability. If any provision of this Terms of Use is found by a court to be unlawful, invalid or unenforceable, the parties agree that the court shall amend that provision to achieve, as nearly as possible, the same effect as the original provision and the remainder of these Terms of Use will remain in full force.

(c) Waiver. No delay or omission by BluIP to exercise any right occurring upon any noncompliance on Your part with respect to any of the terms of this Terms of Use shall impair any such right or power or be construed to be a waiver thereof. Any waiver by BluIP of any of the covenants, conditions, or agreements to be performed by You shall not be construed to be a waiver of any

succeeding breach thereof or of any covenant, condition, or agreement herein contained.

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