

Terms of Service (TOS)

Welcome to BlueBeam Hosting LLC. All of our products, services, and sites (collectively 'Services') are provided subject to the conditions of this agreement. Use of our Services requires full acceptance of this Terms of Service. If you do not fully agree, you may not use our Services.

Copyright and Trademarks

All of our Services, including text, graphics, logos, software, etc. are Copyright 2014 BlueBeam Hosting LLC.

Acceptable Use

You agree to abide by the terms of the Acceptable Use Policy, accessible at <http://www.bluebeamhosting.com/legal.aspx>. Failure to abide by these terms may result in the immediate suspension and/or termination of Services without refund (for cause) and/or the notification of law enforcement agencies.

Other Policy Documents

You agree to abide by the terms of all policy documents accessible at <http://www.bluebeamhosting.com/legal.aspx>, including, but not limited to, the Acceptable Use Policy, Privacy Policy, and the Payment Policy.

Copyright Violations

BlueBeam Hosting LLC complies with the Digital Millennium Copyright Act. Our DMCA policy is accessible at <http://www.bluebeamhosting.com/legal.aspx>.

Privacy

In the course of providing Services to you, BlueBeam Hosting LLC creates, receives, stores, and/or transmits data that may be private or sensitive. Policies regarding this data can be accessed at <http://www.bluebeamhosting.com/legal.aspx>.

Usage Measurements

We may measure usage of Services using exact measurements or statistical sampling, at our discretion.

Determination of Misuse

BlueBeam Hosting LLC has sole determination of misuse of an account or other violation of our Terms of Service or Acceptable Use Policy.

Cancellation or Suspension of Services

You agree that BlueBeam Hosting LLC may suspend Services or cancel Services at any time, for any reason, without notice. If such action is taken upon a determination of misuse or violation of the

Acceptable Use Policy, violation of the Payment Policy, and/or non-payment for services upon the due date, BlueBeam Hosting LLC has the additional right to cancel Services without refund, impose fees, and/or pursue civil remedies. If BlueBeam Hosting LLC cancels services without cause, a pro-rated refund will be granted based on the pre-paid time remaining for Services. If you cancel Services, you will still owe us any unpaid charges. Upon suspension or cancellation by you or BlueBeam Hosting LLC, access to data and your right to use Services will stop immediately. Further, upon cancellation (by you or us), data may be permanently deleted immediately.

Billing

BlueBeam Hosting LLC accepts payment for Services via credit card (Visa, MasterCard, Discover, and American Express), and via other methods. If you choose to pay via credit card, you agree that BlueBeam Hosting LLC is permitted to charge your credit card on a periodic basis, in advance or in arrears, for Services and for overage charges related to Services. Most Services are billed in 30 day increments, although they may be billed in periods of other lengths. Your account will be assigned a renewal date at least 10 days before payment is due. Notification of Adding, changing, or removing Services may result in charges or credits being prorated in such a way as to align with the next monthly renewal day. Some usage-based Services are billed in arrears. You agree to pay any and all accumulated charges for such services. Additionally we reserve the right to require advance payment for usage-based Services.

Services may be interrupted on accounts that are 2 or more days past due. Accounts that are past due may also be assessed a late fee and/or a reactivation fee. BlueBeam Hosting LLC, by its own and sole discretion, may extend a grace period of ten (10) days, starting from the date payment is due, if you (the customer) mark a check as sent on the website. This grace period shall be extended only once per billing period, and may be refused if repeatedly abused or for any other reason.

BlueBeam Hosting LLC is not responsible for any additional bank fees, interest charges, finance charges, overdraft charges, or other fees resulting from charges billed by BlueBeam Hosting LLC.

Refunds and Credits

Any credits issued by BlueBeam Hosting LLC remain as a credit for future BlueBeam Hosting LLC Services and will not be refunded. Such credits expire if unused after 365 days. Credits will be issued at the sole discretion of BlueBeam Hosting LLC, according to the terms set forth in the Terms of Service. Credits will not be issued due to issues arising from misuse of the Services. Only in the case of cancellation by BlueBeam Hosting LLC, without a determination of misuse, will payment be refunded.

Service Level Agreements

Some of our Services carry Service Level Agreements (“SLAs”) which provide specific remedies if certain performance levels are not met. Those SLAs, where applicable, are herein incorporated into these Terms of Service. In any conflict, the Terms of Service shall prevail. The SLAs shall not be considered to create any additional warranty or liability and any remedy within the SLAs shall be the sole and exclusive remedy for any SLA-covered performance failure. Services that do not carry SLAs provide no remedy whatsoever.

Backups

You are responsible for backing up your data and are encouraged to utilize offsite backups, even if BlueBeam Hosting LLC provides you some kind of backup service. You agree that we are not liable for any data loss, for any reason, whether or not we were previously notified or otherwise had knowledge of the possibility of such loss.

Limitation of Liability

IN NO EVENT SHALL BLUEBEAM HOSTING LLC BE LIABLE FOR DAMAGES RESULTING FROM LOSS OF DATA, PROFITS, GOODWILL, OR USE; OTHER INTANGIBLE LOSSES; ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; USE OF THE BLUEBEAM HOSTING LLC SITE OR ANY BLUEBEAM HOSTING LLC SERVICES; OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, THE MAXIMUM AGGREGATE MONETARY LIABILITY OF BLUEBEAM HOSTING LLC IN CONNECTION WITH THE BLUEBEAM HOSTING LLC SERVICES, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL NOT EXCEED ONE MONTH'S WORTH OF RECURRING FEES FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM AS OF THE TIME OF THE OCCURRENCE OF THE EVENTS GIVING RISE TO THE CLAIM.

Indemnity

You agree to defend, indemnify and hold harmless BlueBeam Hosting LLC, its offices, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the BlueBeam Hosting LLC Services; (ii) your violation of any term of this Terms of Services or other BlueBeam Hosting LLC policies; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) any claim that use of our Services caused damage to a third party; or (v) any claim that use of our services or participation in any program offered by BlueBeam hosting LLC creates a legal nexus between BlueBeam Hosting LLC and any jurisdiction other than North Carolina, USA. This defense and indemnification obligation will survive this Terms of Services and your use of our Services.

Severability

If any of the provisions, or portions thereof, of this Terms of Service are found to be invalid under any applicable statute or rule of law, then, that provision notwithstanding, this Terms of Service shall remain in full force and effect and such provision or portion thereof shall be deemed omitted. Further, when possible, a court shall give effect to the intention of the invalid provision to the fullest extent possible within the law.

Full Agreement

This Terms of Service (including the Exhibits, attachments, addenda, and/or other referenced policies and documents, if any) represents the full and complete agreement of the parties and supersedes all prior agreements or understandings, written or oral between the parties.

Assignment

This Terms of Service and its rights and obligations may not be transferred, assigned, or delegated in any manner by you, but may be transferred, assigned, or delegated by BlueBeam Hosting LLC.

Waiver or Delay

Any waiver of any provision of this Agreement, or a delay by any party in the enforcement of any provision shall neither be considered as a continuing waiver nor create an expectation of non-enforcement of that or any other provision.

Legal Proceedings and Jurisdiction

In any legal proceeding between the parties under this Terms of Service, the prevailing party shall be entitled to recover its costs, expenses, and reasonable attorneys' fees. This Terms of Service, your use of our Services, and the relationship between you and BlueBeam Hosting LLC are made under and shall be governed by the laws of the State of North Carolina without regard to conflict of law provisions. You further agree to the exclusive venue of the courts of Wake County, North Carolina.

Changes

This Terms of Service and the BlueBeam Hosting LLC policies may be changed by BlueBeam Hosting LLC at any time and posting them on our website shall be considered sufficient notice of doing so. Continued usage of Services after a change to this Terms of Service or after a new policy is implemented and posted on the BlueBeam Hosting LLC website constitutes your acceptance of such change or policy. We encourage you to regularly check the BlueBeam Hosting LLC website for any changes or additions.

Last update: January 22, 2014