

# Conditions of Use

## 1. Terms

By accessing the website at <https://www.blauhill.com>, you are agreeing to be bound by these terms of use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

## 2. Your Agreement to the Terms of Use

BY CLICKING "I ACCEPT" OR OTHERWISE ACCESSING OR USING ANY OF THE SERVICES (INCLUDING THE BLAUHILL SaaS LICENSE, PUBLIC DOMAIN TOOLS, SANDBOX, USER LOGIN ACCOUNT), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TERMS OF USE. By clicking "I ACCEPT" on dedicated pages or otherwise accessing or using any Services you also represent that you have the legal authority to accept the Terms on behalf of yourself and any party you represent in connection with your use of any Services. If you do not agree to the Terms, you are not authorized to use any Services. If you are an individual who is entering into these Terms on behalf of an entity, you represent and warrant that you have the power to bind that entity, and you hereby agree on that entity's behalf to be bound by these Terms, with the terms "you," and "your" applying to you, that entity, and other users accessing the Services on behalf of that entity.

## 3. Use License

Permission is granted to temporarily download one copy of the materials (information or sandbox or software) on Blauhill S.à r.l.'s website for personal, non-commercial transitory and testing viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

- modify or copy the materials;
- use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- attempt to decompile or reverse engineer any software contained on Blauhill S.à r.l.'s website, or any part of it;
- remove any copyright or other proprietary notations from the materials; or
- transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Blauhill S.à r.l. at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

## 4. Content Available through the Services

Provided as-is: You acknowledge that Blauhill S.à r.l. does not make any representations or warranties about the material, data, and information, such as data files, text, computer software, code, music, audio files or other sounds, photographs, videos, or other images (collectively, the "Content") which you may have access to as part of, or through your use of, the Services. Under no circumstances is Blauhill S.à r.l. liable in any way for any Content, including, but not limited to: any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, linked from, or otherwise accessible through or made available via the Services. You understand that by using the Services, you may be exposed to Content that is offensive, indecent, or objectionable.

You agree that you are solely responsible for your reuse of Content made available through the Services, including providing proper attribution. You should review the terms of the applicable license before you use the Content so that you know what you can and cannot do.

## 5. Content Supplied by You

**Your responsibility:** You represent, warrant, and agree that no Content posted or otherwise shared by you on or through any of the Services ("Your Content"), violates or infringes upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights, breaches or conflicts with any obligation, such as a confidentiality obligation, or contains libellous, defamatory, or otherwise unlawful material.

**Licensing Your Content:** You retain any copyright that you may have in Your Content. You hereby agree that Your Content: (a) is hereby licensed under the Blauhill S.à r.l.'s Attribution License and may be used under the terms of that license or any later version of a Blauhill S.à r.l.'s Attribution License, or (b) is in the public domain (such as Content that is not copyrightable), or (c) if not owned by you, (i) is available under a Blauhill S.à r.l.'s Attribution License or (ii) is a media file that is available under any Blauhill S.à r.l. license or that you are authorized by law to post or share through any of the Services, such as under the fair use doctrine, and that is prominently marked as being subject to third party copyright. All of Your Content must be appropriately marked with licensing (or other permission status such as fair use) and attribution information.

**Removal:** Blauhill S.à r.l. may, but is not obligated to, review Your Content and may delete or remove Your Content (without notice) from any of the Services in its sole discretion. Removal of any of Your Content from the Services (by you or Creative Commons) does not impact any rights you granted in Your Content under the terms of a Creative Commons license.

## 6. Registered Users

By registering for an account through any of the Services, including securing a Login Service account, you represent and warrant that you are the age of majority in your jurisdiction (typically age 18). Services offered to registered users are provided subject to these Master Terms of Use, the Privacy Policy, and any Additional Terms specified on the relevant Website(s), all of which are hereby incorporated by reference into these Terms of Use.

**Registration:** You agree to (a) only provide accurate and current information about yourself (though use of an alias or nickname in lieu of your legal name is encouraged in connection with the Login Service), (b) maintain the security of your passwords and identification, (c) promptly update the email address listed in connection with your account to keep it accurate so that we can contact you, and (d) be fully responsible for all uses of your account. You must not set up an account on behalf of another individual or entity unless you are authorized to do so.

**No Membership:** Creating a Login Service account or using any of the related Websites or Services, does not and shall not be deemed to make you a member, shareholder or affiliate of Blauhill S.à r.l. for any purposes whatsoever, nor shall you have any of the rights of statutory members.

**Termination:** Blauhill S.à r.l. reserves the right to modify or discontinue your account at any time for any reason or no reason at all.

## 7. Prohibited Conduct

You agree not to engage in any of the following activities:

1. Violating laws and rights:
2. You may not (a) use any Service for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.

3. Solicitation:
4. You may not use the Sandbox, or Blauhill S.à r.l.'s Products and Services or any information provided through the Services for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, pyramid schemes, or any other form of unsolicited or unwelcome solicitation.
5. Disruption:
6. You may not use the Services in any manner that could disable, overburden, damage, or impair the Services, or interfere with any other party's use and enjoyment of the Services; including by (a) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the Services, or violating any regulation, policy, or procedure of any network, equipment, or server.
7. Harming others:
  - You may not post or transmit Content on or through the Services that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act;
  - You may not intimidate or harass another through the Services; and, you may not post or transmit any personally identifiable information about persons under 13 years of age on or through the Services.
8. Impersonation or unauthorized access:
  - You may not impersonate another person or entity, or misrepresent your affiliation with a person or entity when using the Services;
  - You may not use or attempt to use another's account or personal information without authorization; and
  - You may not attempt to gain unauthorized access to the Services, or the computer systems or networks connected to the Services, through hacking password mining or any other means.

## 9. Limitations

In no event shall Blauhill S.à r.l. or its business partners be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on Blauhill S.à r.l.'s website, even if Blauhill S.à r.l. or a Blauhill S.à r.l. authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

## 10. Accuracy of materials

The materials appearing on Blauhill S.à r.l.'s website could include technical, typographical, or photographic errors. Blauhill S.à r.l. does not warrant that any of the materials on its website are accurate, complete or current. Blauhill S.à r.l. may make changes to the materials contained on its website at any time without notice. However Blauhill S.à r.l. does not make any commitment to update the materials.

## 11. Links

Blauhill S.à r.l. has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Blauhill S.à r.l. of the site. Use of any such linked website is at the user's own risk.

## 12. Modifications

From time to time, Blauhill S.à r.l. may change, remove, or add to the Terms, and reserves the right to do so in its discretion. In that case, we will post updated Terms and indicate the date of revision. If we feel the modifications are material, we will make reasonable efforts to post a prominent notice on the relevant Website(s) and notify those of you with a current Login Service account via email. All new and/or revised Terms take effect immediately and apply to your use of the Services from that date on, except that material changes will take effect 30 days after the change is made and identified as material. Your continued use of any Services after new and/or revised Terms are effective indicates that you have read, understood, and agreed to those Terms.

## 13. No Legal Advice

Blauhill S.à r.l. is not a law firm, does not provide legal advice, and is not a substitute for a law firm. Sending us an email or using any of the Services, including the licenses, public domain tools, does not constitute legal advice or create an attorney-client relationship.

## 14. DISCLAIMER

Privileged/Confidential information may be contained on Blauhill S.à r.l.'s websites and may be subject to Blauhill S.à r.l. legal privilege. Blauhill S.à r.l. owns either a full Copyright, or a license to use, of the material on this website and if you are not the intended recipient, you may not use, copy, distribute or deliver to anyone material from this website (or any part of its contents) or take any action in reliance on it. In such case, you should notify Blauhill S.à r.l. immediately. Blauhill S.à r.l. cannot accept responsibility for any loss or damage arising from the use of this website.

The materials on Blauhill S.à r.l.'s websites are provided on an 'as is' basis. Blauhill S.à r.l. makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

## 15. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BLAUHILL SARL BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE SERVICES (OR THE TERMINATION THEREOF FOR ANY REASON), EVEN IF BLAUHILL SARL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BLAUHILL SARL IS NOT RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY CONTENT POSTED ON OR AVAILABLE THROUGH THE SERVICES (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO THAT CONTENT), FOR YOUR USE OF THE SERVICES, OR FOR THE CONDUCT OF THIRD PARTIES ON OR THROUGH THE SERVICES.

Certain jurisdictions do not permit the exclusion of certain warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE JURISDICTIONS, THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

## 16. Indemnification

To the extent authorized by law, you agree to indemnify and hold harmless Blauhill S.à r.l., its employees, officers, directors, affiliates, and agents from and against any and all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting directly or indirectly from or arising out of (a) your violation of the Terms, (b) your failure to verify the copyright license, attribution, and other information associated with Content (c) your use of any of the Services, and/or (d) the Content you make available on any of the Services.

## 17. Privacy Policy

Blauhill S.à r.l. is committed to responsibly handling the information and data we collect through our Services in compliance with our Privacy Policy, which is incorporated by reference into these Terms of Use. Please review the Privacy Policy so you are aware of how we collect and use your personal information.

## 18. Trademarks

Blauhill S.à r.l.'s name, logos, icons, and other trademarks may only be used in accordance with our Trademark Policy, which is incorporated by reference into these Terms of Use. Please review the Trademark Policy so you understand how Blauhill S.à r.l.'s trademarks may be used.

Other trademarks used on the site are the registered trademarks of their respective owners. Those marks are used for referential purposes only and are not intended to suggest or imply any affiliation with or endorsement by their respective owners.

## 19. Copyright Complaints

Blauhill S.à r.l. respects copyright, and we prohibit users of the Services from submitting, uploading, posting, or otherwise transmitting any Content on the Services that violates another person's proprietary rights.

To report allegedly infringing Content hosted on a website owned or controlled by Blauhill S.à r.l., send a Notice of Infringing Materials by email to [privacy@blauhill.com](mailto:privacy@blauhill.com) or by mail to Blauhill s.a.r.l. , 10, Boulevard Royal, L-2449 Luxembourg

## 20. Termination

By BLAUHILL.: Blauhill S.à r.l. may modify, suspend, or terminate the operation of, or access to, all or any portion of the Services at any time for any reason. Additionally, your individual access to, and use of, the Services may be terminated by Blauhill S.à r.l. at any time and for any reason.

By YOU: If you wish to terminate this agreement, you may immediately stop accessing or using the Websites and Products and Services at any time.

Automatic upon breach: Your right to access and use the Services (including use of your Login Service account) automatically upon your breach of any of the Terms. For the avoidance of doubt, termination of the Terms does not require you to remove or delete any reference to previously-applied legal tools from your own Content.

Survival: The disclaimer of warranties, the limitation of liability, and the jurisdiction and applicable law provisions will survive any termination. The license grants applicable to Your Content are not impacted by the termination of the Terms and shall continue in effect subject to the terms of the applicable license. Your warranties and indemnification obligations will survive for one year after termination.

## 21. Miscellaneous Terms

**Choice of law:** The Terms are governed by and construed by the laws of the Grand Duchy of Luxembourg.

**Dispute resolution:** The parties agree that any disputes between Blauhill S.à r.l. and you concerning these Terms, and/or any of the Products and Services may only be brought in a state court of competent jurisdiction sitting in the Grand Duchy of Luxembourg, and you hereby consent to the personal jurisdiction and venue of such court.

If you are an authorized agent of a government or intergovernmental entity using the Services in your official capacity, including an authorized agent of the state, or local government in the Grand Duchy of Luxembourg, and you are legally restricted from accepting the controlling law, jurisdiction, or venue clauses above, then those clauses do not apply to you.

**No waiver:** Either party's failure to insist on or enforce strict performance of any of the Terms will not be construed as a waiver of any provision or right.

**Severability:** If any part of the Terms is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

**No agency relationship:** The parties agree that no joint venture, partnership, employment, or agency relationship exists between you and Blauhill S.à r.l. as a result of the Terms or from your use of any of the Services.

**Integration:** These Terms of Use and any applicable Additional Terms constitute the entire agreement between you and Blauhill S.à r.l. relating to this subject matter and supersede any and all prior communications and/or agreements between you and Blauhill S.à r.l. relating to access and use of the Products and Services.