

Terms and Conditions

Last updated: October 24, 2022

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Application** means the software programme provided by the Company downloaded by You on any electronic device. The software programme is named Blu-J
- **Application Store** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.
- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Country** refers to: United Kingdom
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Blu-J Limited, 12 Granary Wharf Wetmore Road, Burton-On-Trent, Staffordshire, United Kingdom, DE14 1DU.
- **Device** means any device that can access the Service such as a computer, a mobile phone or a digital tablet.
- **Service** refers to the Application.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions, unless otherwise stated that form the entire agreement between You and the Company regarding the use of the Service.
- **Authorised Payment Method** means a current, valid, payment method accepted by us, as may be updated from time to time and which may include payment through your account with a third party.
- **Billing Period** means the period for which you agree to prepay fees under an Order Form. This may be the same length as the Subscription Term specified in the Order Form, or it may be shorter. For example, if you subscribe to the Subscription Service for a one (1) year Subscription Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.
- **Confidential Information** means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or a reasonable person would consider confidential. Confidential Information includes all information concerning: the Disclosing Party's customers and potential customers, past, present or proposed products or services, marketing plans, engineering and other designs, technical data, business plans, business opportunities, finances, research, development, and the terms and conditions of this Agreement. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the

Receiving Party. Subject to the foregoing exclusions, Customer Data will be considered Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

- **Contact** means a single individual (other than a User) whose Contact Information is stored by you in the Subscription Service. They may also be referred to as Licence Holders.
- **Contact Information** means the name, email address, phone number, online user name(s), telephone number, and similar information submitted by visitors to your landing pages on the Subscription Service or uploaded by you to the Subscription Service.
- **Consulting Services or Professional Services** means the professional services provided to you by us, which may include training services, installation, integration or other consulting services.
- **Customer Data** means all information that you submit or collect via the Subscription Service. Customer Data does not include Blu-J Content.
- **Customer Materials** means all materials that you provide or post, upload, input or submit for public display through the Subscription Service.
- **Email Send Limit** means the number of emails that you may send in any given calendar month, as detailed in the Product Specific Terms.
- **Free Services** means the Subscription Service or other products or features made available by us to you on an unpaid trial or free basis.
- **Blu-J Content** means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service or Consulting Services, including Enrichment Data.
- **Order or Order Form** means the Blu-J-approved form or online subscription process by which you agree to subscribe to the Subscription Service and/or purchase Consulting Services.
- **Personal Data** means any information relating to an identified or identifiable individual where (i) such information is contained within Customer Data and (ii) is protected as personal data or personally identifiable information under applicable Data Protection Laws.
- **Sensitive Information** means credit or debit card numbers; financial account numbers or wire instructions; government issued identification numbers (such as Social Security numbers, passport numbers), biometric information, personal health information (or other information protected under any applicable health data protection laws), personal information of children protected under any child data protection laws, and any other information or combinations of information that falls within the definition of “special categories of data” under GDPR or any other applicable law relating to privacy and data protection.
- **Subscription Fee** means the amount you pay for the Subscription Service.
- **Subscription Service** means all of our web-based applications, tools and platforms that you have subscribed to under an Order Form or that we otherwise make available to you, and are developed, operated, and maintained by us, accessible via <https://blu-j.co.uk> or another designated URL, and any ancillary products and services, including website hosting, that we provide to you.
- **Subscription Term** means the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s), and each subsequent renewal term (if any). For Free Services, the Subscription Term will be the period during which you have an account to access the Free Services.
- **Third-Party Products** means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service. These products and services include non-Blu-J apps available from, for example, our marketplaces, directories, and links made available through the Subscription Service.
- **Third-Party Sites** means third-party websites linked to from within the Subscription Service, including Communications Services.

- **Total Committed Subscription Value** means the aggregate amount of Subscription Fees paid or payable to us during your then-current Subscription Term(s) for all of your Blu-J accounts, but this amount excludes fees for renewals, Consulting Services and applicable taxes.
- **Users** means your employees, representatives, consultants, contractors or agents who are authorised to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.
- **"Blu-J", "we", "us" or "our"** means the applicable contracting entity as specified in the 'Contracting Entity and Applicable Law' section.
- **"You", "your" or "Customer"** means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the customer and your Affiliates included in the scope of your purchase.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

Acknowledgment

1. These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.
2. Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.
3. By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.
4. Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Use of Our Services

1. During the Subscription Term, we will provide your Users access to use the Subscription Service as described in this Agreement and the applicable Order. We may provide your Users access to use our Free Services at any time by activating them in your Blu-J account.
2. You must ensure that all access, use and receipt by your Users is subject to and in compliance with this Agreement. You may provide access and use of the Subscription Service to your Affiliate's Users or allow them to receive the Consulting Services purchased under this Order; provided that, all such access, use and receipt by your Affiliate's Users is subject to and in compliance with the Agreement and you will at all times remain liable for your Affiliates' compliance with the Agreement.
3. You may subscribe to additional features of the Subscription Service by placing an additional Order or activating the additional features from within your Blu-J account. This Agreement will apply to all additional Order(s) and all additional features that you activate from within your Blu-J account.

4. The limits that apply to you will be specified in your Order Form, this Agreement or in the Pricing Page of our website (www.blu-j.co.uk), and for our Free Subscriptions, these limits may also be designated only from within the product itself. Depending on your Blu-J product, you may be entitled to downgrade your subscription.
5. We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience.
6. You may not use the Subscription Service if you are legally prohibited from receiving or using the Subscription Service under the laws of the country in which you are resident or from which you access or use the Subscription Service.
7. You acknowledge that the subscription service has not been designed to process or manage sensitive information and accordingly you agree not to use the subscription service to collect, manage or process sensitive information, we will not have and we specifically disclaim any liability that may result in from your use of the subscription to collect, process or manage sensitive information.
8. To realize the full value of the Subscription Service and Consulting Services, your participation and effort are needed. Resources that may be required from you include a administrator, win theme champions, group leaders, content approvers, content creators.

Customer Data

1. You own and retain all rights to the Customer Materials and Customer Data. This Agreement does not grant us any ownership rights to Customer Materials or Customer Data. You grant permission to us and our licensors to use the Customer Materials and Customer Data only as necessary to provide the Subscription Service and Consulting Services to you and as otherwise permitted by this Agreement. If you are using the Subscription Service or receiving Consulting Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.
2. We will not use Customer Data to contact any individual or company except as you direct or otherwise permit. We will use Customer Data only in order to provide the Subscription Service and Consulting Services to you and only as permitted by applicable law and this Agreement.
3. We may collect information about you and your Users when you interact with the Subscription Service as permitted by the Agreement. We may, as permitted by this Agreement, use Customer Data in an anonymized manner for machine learning to support certain product features and functionality within the Subscription Service.
4. For more information on these practices, please see our Privacy Policy.
5. We will store your Customer Data in a specific location or geographical region (e.g. Europe) as part of your subscription subject to the terms of this Agreement and our Regional Data Hosting Policy.
6. When you delete customer data, we will archive it for a period of 30 days, subject to a retrieval request. After 30 days, the customer data will be deleted.

Intellectual Property

1. This is an agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. We retain all intellectual property rights to the Blu-J Content, the Subscription Service, the Consulting Services, and any other products or services provided under this Agreement. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Blu-J Content, the Subscription Service, or the Consulting Services in whole or in part, by any means, except as expressly authorized in writing by us. You may not use any of these without our prior written permission.
2. We encourage all customers to comment on the Subscription Service or Consulting Services, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Consulting Services, without payment or attribution to you.

Confidentiality

1. The Receiving Party will: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party

(except those third party service providers used by us to provide some or all elements of the Subscription Service or Consulting Services and except for your HubSpot Solutions Partner bound by confidentiality obligations), and (iv) limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

2. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process; provided, however, that (i) the Receiving Party will provide the Disclosing Party with prompt notice of any request that it disclose Confidential Information, sufficient to allow the Disclosing Party to object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, the Receiving Party will disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; (ii) the Receiving Party will refer the request to the Disclosing Party and will provide reasonable assistance to the Disclosing Party, at the Disclosing Party's cost, in opposing such disclosure or seeking a protective order, unless the Receiving Party is explicitly prohibited from doing so by law or court order; and (iii) in no event will the Receiving Party disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure, including in circumstances where the Disclosing Party refuses to provide their consent or fails to respond to the Receiving Party's inquiries in connection with the request to disclose the Confidential Information..

Links to Other Websites

1. Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.
2. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.
3. We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Limitation of Liability

1. Limitation of liability. Except for your liability for payment of fees, your liability arising from your obligations under the indemnification section, and your liability for violations of our intellectual property rights, if, notwithstanding the other terms of this agreement, either party or its affiliates is determined to have any liability, the parties agree that the aggregate liability of a party and its affiliates will be limited to a sum equal to the total amount paid or payable for the subscription service in a 1 month period preceding the event giving rise to a claim provided however, this limitation will not apply to you if you use the free services, and in this case, if we are determined to have any liability to you or any third party arising from your use of the free services, then our aggregate liability will be limited to fifty sterling (UK) pounds.
2. We and our affiliates disclaim all liability with respect to third-party products that you use. Our licensors will have no liability of any kind under this agreement.

3. You understand and agree that absent your agreement to this limitation of liability, we would not provide the subscription service to you.
4. Performance Warranty. We warrant that: (i) the Subscription Service and Consulting Services will be provided in a manner consistent with generally accepted industry standards, and (ii) we will not knowingly introduce any viruses or other forms of malicious code into the Subscription Service; provided however, this warranty will not apply to you if you only use the Free Services.
5. In the event of non-conformance with this warranty, we will use commercially reasonable efforts to correct such non-conformance. If we cannot correct such non-conformance within sixty (60) days from the date when you notified us of the non-conformity (the "Remedy Period"), then either party may terminate this Agreement by providing the other party written notice within thirty (30) days after the end of the Remedy Period. If you terminate the Agreement for this reason, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination in accordance with the 'Effect of Termination or Expiration' provision of this Agreement.
6. We will not have any obligation or liability under this section if the non-conformance is caused by or based on: (i) any combination of the Subscription Service with any hardware, software, equipment, or data not provided by us, (ii) modification of the Subscription Service by anyone other than us, or modification of the Subscription Service by us in accordance with specifications or instructions that you provided, or (iii) use of the Subscription Service in violation of or outside the scope of this Agreement.
7. This section states our entire liability and your sole and exclusive remedy with respect to any claim provided for under this section.
8. Except as set forth in the 'performance warranty statement and without limiting our obligations in the protection of customer data of this agreement, we and our affiliates and agents make no representations or warranties about the suitability, reliability, availability, timeliness, security, accuracy or completeness of the subscription service, data synched to or made available from the subscription service, Blu-J content or the consulting services for any purpose. Application programming interfaces (APIs) may not be available at all times.
9. To the extent permitted by law, the subscription service, Blu-J content and consultancy services are provided 'as is' without warranty or condition of any kind. We disclaim all warranties and conditions of any kind, whether express, implied or statutory, with regard to the subscription service and the consulting service, including all implied warranties or conditions of merchantability, fitness or a particular purpose, title and non-infringement.
10. No indirect damaged. Top the extent permitted by law, in no event will either party or its affiliates be liable for any indirect, incidental, punitive, or consequential damages or loss of profits, revenue, data or business opportunities arising out of or related to this agreement, whether an action is in contract or tort and regardless of the theory of liability; provided that, this limitation will not apply to you if you only use the free service.

Indemnification

1. You will indemnify, defend and hold us and our Affiliates harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us or our Affiliates to the extent that such Action is based upon or arises out of
 - (a) unauthorized or illegal use of the Subscription Service by you or your Affiliates,
 - (b) your or your Affiliates' noncompliance with or breach of this Agreement,
 - (c) your or your Affiliates' use of Third-Party Products, or
 - (d) the unauthorized use of the Subscription Service by any other person using your User information.
2. We will notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defence or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defence or settlement of the claim. You will not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

"AS IS" and "AS AVAILABLE" Disclaimer

1. The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.
2. Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.
3. Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

1. The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

1. If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

1. If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

Severability

1. If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

1. Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

1. These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

1. We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.
2. By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.
3. **Contact Us.** If you have any questions about these Terms and Conditions, You can contact us: By email: hello@blu-j.co.uk

Fees & Payment

1. When you subscribe to the Application, it will be for a minimum term of 3 calendar months, starting from the day You subscribed. You will choose the subscription level (there are three to choose from) - <https://blu-j.co.uk/pricing>
2. Payment will be taken on 1st every month for the next 30 days of use. A daily cost is calculated on a 30-day month.
3. The Subscription Fee will remain fixed during the initial term of your subscription unless (i) you exceed your Maximum Limits, User or other applicable limits (see the 'Limits' at <https://blu-j.co.uk/pricing>)

j.co.uk/pricing), (ii) you upgrade products or base packages, (iii) you subscribe to additional features or products, including additional Contacts, or (iv) otherwise agreed to in your Order. We may also choose to decrease your fees upon written notice to you.

4. Upon renewal, we may increase your fees up to our then-current list price set out on our website. If this increase applies to you, we will notify you at least thirty (30) days in advance of your renewal and the increased fees will apply at the start of the next renewal term. If you do not agree to this increase, either party can choose to terminate your subscription at the end of your then-current term by giving the notice required in the 'Notice of Non-Renewal' section.
5. All payments are credit card. When you are paying by credit card, you authorise us to charge your Authorised Payment Method for all fees payable during the Subscription Term. You further authorise us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.
6. You will keep your Authorised Payment Method, contact information, billing information up to date for the payment of incurred and recurring fees, as applicable. Changes may be made on your Billing Page within your Blu-J account. You authorise Blu-J to continue to charge your Authorised Payment Method for applicable fees during your Subscription Term and until any and all outstanding Fees have been paid in full. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term.
7. All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Consulting Services. You will have no liability for any taxes based upon our gross revenues or net income. If you are located in the European Union, all fees are exclusive of any VAT and you represent that you are registered for VAT purposes in your member state. At our request, you will provide us with the VAT registration number under which you are registered in your member state. If you do not provide us with a VAT registration number prior to your transaction being processed, we will not issue refunds or credits for any VAT that was charged. If you are subject to GST, all fees are exclusive of GST. If you are located in Canada, all fees are exclusive of GST, PST and HST.
8. If you register for a free trial, we will make the applicable Subscription Service available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period (if not terminated earlier) or (b) the start date of your paid subscription. Unless you purchase a subscription to the applicable Subscription Service before the end of the free trial, all of your data in the Subscription Service may be permanently deleted at the end of the trial, and we will not recover it. If we include additional terms and conditions on the trial registration web page, those will apply as well.

Termination

1. Your initial subscription term will be specified in your Order, and, unless otherwise specified in your Order, your subscription will automatically renew for the shorter of the subscription term, or one year.

2. Unless otherwise specified in your Order, to prevent renewal of your subscription, you or we must give written notice of non-renewal. The deadline for sending this notice will be 1 calendar month. Written notification to be sent to info@blu-j.co.uk
3. If you decide not to renew, you may send this non-renewal notice to us by indicating that you do not want to renew by turning auto-renew off by accessing the billing details information in your Blu-J account setting
4. You may choose to cancel your subscription early at your convenience provided that, we will not provide any refunds of prepaid fees or unused Subscription Fees, and you will promptly pay all unpaid fees due through the end of the Subscription Term.
5. Either party may terminate this Agreement for cause, as to any or all Subscription Services: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors.
6. We may also terminate this Agreement for cause on thirty (30) days' notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.
7. We may suspend any User's access to any or all Subscription Services without notice for:
 - a. use of the Subscription Service in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement, or
 - b. (use of the Blu-J messaging or email send service that results in excessive hard bounces, SPAM complaints via feedback loops, direct spam complaints (to our abuse desk), or requests for removal from a mailing list by recipients, or
 - c. repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.
8. We may, without notice, review and delete any Customer Data or Customer Materials that we determine in good faith violate these terms, provided that, we have no duty (unless applicable laws or regulations provide otherwise) to pre-screen, control, monitor or edit your Customer Data or Customer Materials.
9. We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any or all of the Subscription Services ten (10) days after such notice. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If a Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.
10. We may suspend your service to prevent harm, if the use of, the Subscription Service:
 - a. is being subjected to denial-of-service attacks or other disruptive activity,
 - b. is being used to engage in denial of service attacks or other disruptive activity,
 - c. is creating a security vulnerability for the Subscription Service or others,
 - d. is consuming excessive bandwidth or storage, or

- e. is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service.
11. We will make commercially reasonable efforts to limit the suspension to the affected portion of the Subscription Service, and each party will make reasonable efforts to promptly resolve the issues causing the suspension of the Subscription Service. Nothing in this clause limits our right to terminate for cause as outlined above, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.
12. We may suspend, limit, or terminate the Free Services for any reason at any time without notice. We may terminate your subscription to the Free Services due to your inactivity. If your paid subscription is terminated or expires, we will continue to make available to you our Free Services provided however, this may not be the case if your Agreement was terminated for cause.
13. You will continue to be subject to this Agreement for as long as you have access to a Blu-J account. Upon termination or expiration of this Agreement, you will stop all use of the Subscription Service and Blu-J Content. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination. For the avoidance of doubt, this refund does not include any fees owed from your use of Blu-J Payments. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable.

Miscellaneous

1. **Amendment; No Waiver.** We may modify any part or all of the Agreement by posting a revised version to the Blu-J Platform. The revised version will become effective and binding the next business day after it is posted. We will provide you notice of this revision by email or in-app notification.
2. If you do not agree with a modification to the Agreement, you must notify us in writing within thirty (30) days after we send notice of the revision. If you give us this notice, then your subscription will continue to be governed by the terms and conditions of the Agreement prior to modification until your next renewal date, after which the current terms posted to Blu-J Platform will apply. However, if we can no longer reasonably provide the subscription to you under the terms prior to modification (for example, if the modifications are required by law or result from general product changes), then the Agreement and/or affected Subscription Services will terminate upon our notice to you and we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination in accordance with the 'Effect of Termination or Expiration' provision of this Agreement.
3. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.
4. **Force Majeure.** Except for payment obligations of amounts due under this Agreement, neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; pandemic; or other event outside the reasonable control of

the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

5. **Compliance with Laws.** We will comply with all U.K. laws (where applicable) in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.
6. If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect
7. **Assignment.** You will not assign or transfer this Agreement without our prior written consent, except that you may assign this Agreement to a successor by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, provided such successor is not a competitor of ours. We may assign this Agreement to any HubSpot affiliate or in the event of merger, reorganisation, sale of all or substantially all of our assets, change of control or operation of law.
8. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or will confer upon any third-party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
9. **Authority.** Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms. You further warrant and represent that you have the authority to procure your Affiliates compliance with the terms of this Agreement.
10. The following sections will survive the expiration or termination of this Agreement: 'Definitions', 'Fees', 'Prohibited and Unauthorized Use', 'Early Cancellation', 'Termination for Cause', 'Suspension for Prohibited Acts', 'Suspension for Non-Payment', 'Suspension for Present Harm', 'Suspension and Termination of Free Services', 'Effect of Termination or Expiration', 'Intellectual Property', 'Customer's Proprietary Rights', 'Confidentiality', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Miscellaneous' and 'Contracting Entity and Applicable Law'. Additionally, the 'Retrieval of Customer Data' sections and the 'Beta Services' section of the Product Specific Terms page will survive expiration or termination of this Agreement.