

TERMS OF USE

Last updated 10/13/2024

I AGREE TO OUR LEGAL TERMS

We are BLUE CARIBOU LLC We operate the website; bluecaribou.us, cardcaribou.com, these Legal Terms apply to these services, as well as any other related products and services that reference Blue Caribou LLC or Cardcaribou.

You can contact us by email at support@bluecaribou.us

These Legal Terms constitute a legally binding agreement between you, whether personally or on behalf of an entity, namely the customer, in relation to your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USING THE SERVICES IMMEDIATELY.

Any supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms at any time and for any reason. We will alert you about any changes by updating the "Last Updated" date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms if you continue to use the Services after the date such revised Legal Terms are posted.

We recommend that you print a copy of these Legal Terms for your records.

1. OUR SERVICES

BLUE CARIBOU LLC or Cardcaribou services are purchased on a no-holds-barred basis, and are acquired through a one-time payment, down payment and/or subscription system, which allows the customer to cancel said services at any time without penalty for cancellation. Also, if the customer requires another specific function, add-on or plugin and said this, is not included in the services we provide, it may be additional fees on the order. We reserve our right to provide services or sell products. And BLUE CARIBOU LLC and/or Cardcaribou is free to cancel the service to any customer who has breached any of the terms and conditions presented in this document.

All website services and other services provided by BLUE CARIBOU LLC and/or Cardcaribou are the exclusive property of BLUE CARIBOU LLC and/or Cardcaribou and cannot be transferred to customers, except in compliance with the following clause:

- Transfers are not available in the E-card service, the other websites may be transferable and become 100% property of the customer only if 24 uninterrupted months of paying the subscription for the service are fulfilled, after this period if the customer decides to continue having the service with us, he will pay the same as he paid before these two years for the cost of maintenance, support and hosting of his website. If the client wishes to own the website after this period of time, BLUE CARIBOU LLC will release the web domain and initiate the transfer process, the client will be responsible for the maintenance, support and hosting of their website (among other services) and BLUE CARIBOU LLC will not be responsible for any liability to the client and will cancel any type of service and liability on that client. BLUE CARIBOU LLC will NOT be responsible for any additional charges, fees or charges for the transfer of the domain or website, BLUE CARIBOU LLC will NOT be responsible for any waiting time or blockage in the transfer of domains or websites but agrees to transfer the domain as soon as possible and the limitations outside of BLUE CARIBOU LLC's control are unblocked.

- You must complete a questionnaire about your business so that BLUE CARIBOU LLC can create your website. If you have not completed this questionnaire, you will not receive a website. The waiting times from when you complete the website creation form until a project is finished depending on the product, for the following products "E-card", "SINGLE WEBPAGE", "STARTING WEBPAGE" it is between 7 days to a month (30 calendar days), or in the case of any product called e-commerce it is one month to 3 months. Likewise, the products have change sessions, "E-card", "SINGLE WEBPAGE", "STARTING WEBPAGE" have 4 change sessions during their development, after this period \$25 USD will be charged for extra revision, all products classified as E-COMMERCE have unlimited change sessions. All change revisions take between 2 to 10 calendar days to complete.

- You can request a refund at any time before filling out the website creation form, in this case, the refund will be the total amount paid, if the refund is requested after completing the website creation form in the first 15 days of development, you can request a refund and the total amount paid will be granted, if a refund is requested after this 15-day period, 50% of the amount paid will be delivered.

- Monthly billing will be done one month after the website is completed, this service/subscription is maintenance of the website and the server, not to be confused with fees for modification or aesthetic or functional adjustments to the website after the satisfaction agreement for completed projects has been signed, these modifications are discussed with the user and a fee is adjusted depending on the additional work or task.

- The website creation form document must be completed and sent within two calendar months to begin the development of the website. The client can request extra time to complete it if desired. If the website creation form document is not completed after two months and there is no response from the client, this money will be automatically refunded and the client, if they so wish, will have to process the purchase again and begin the process of creating and developing the website again.

- The service does not have any type of contract or obligatory permanence. If the client wishes to cancel the service, they are free to do so. In this case, we will eliminate all traces of their website from our servers and we will stop providing the service. The only transferable element of which the client is the owner is their web domain. This is the only element eligible to be transferable if the

client cancels the services of BLUE CARIBOU LLC before completing 24 uninterrupted months with the service and paying the maintenance and hosting fees.

- You will be required to complete a questionnaire about your business for BLUE CARIBOU LLC to create your website. If you have not completed this questionnaire, you will not receive a website. You may request a refund at any time during the refund period, whether you have completed the questionnaire and whether or not you have received your business website. • For our customer satisfaction and refund policy please check the REFUNDS section for more information visit: Returns and Refunds Policy – bluecaribou.us

- if the customer requires another specific function, add-on or plugin and said this, is not included in the services we provide, it may be additional fees on the order

- The price of the web services is:

- Electronic business card (E-card) \$20 month

- Landing (1 page) set up fee \$200 + \$20 month

- Basic (4 pages) set up fee \$500 + \$50 month

- Pro (up to 15 pages) set up fee \$1000+ \$200 month

- ecommerce basic(4 pages) set up fee \$1000 + \$150 month

- ecommerce Pro (up to 15 pages) set up fee \$1500+ \$300 month

Virtual business cards or E-CARDS

Regarding the services provided through the Cardcaribou platform, virtual business cards or “E-cards” are in any way non-transferable, Since it is a monthly payment service based on a subscription, owned solely by BLUE CARIBOU LLC, the user can cancel the service at any time, without any penalty, in case of missing a payment for the subscription, the service will be frozen for a period of up to 2 months, once 2 months have passed and no payment has been registered, your virtual business card or "E-card" will be deleted from our database, and you will have to subscribe again in case you need a new virtual business card or "E-card", as well as a new and unrepeatable QR code with a link to your virtual business card or "E-card", we are not responsible for any monetary loss, damage or loss caused by the cancellation of service.

2. INTELLECTUAL PROPERTY RIGHTS

Our Intellectual Property:

We are the owner or licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws and treaties in the United States and around the world).

The Content and Marks are provided on or through the Services "AS IS" for your personal, non-commercial use or internal business purposes only.

Customers and/or users who choose to make use of our Services are responsible for the integrity and intellectual protection of their products, services, logos, brands, etc. All information displayed through BLUE CARIBOU LLC's communication channels and services is expressly authorized by clients for public viewing. Likewise, all information used on its platforms, i.e., information, advertising, graphic resources and any resource used to promote businesses, companies or people is public and freely viewable by any third party who may access it. Taking into account that all information is provided and authorized by the client for viewing and/or use.

3.USE OF OUR SERVICES

Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable and revocable license to:

- For users who acquire services from BLUE CARIBOU LLC: As a company that provides web services, advertising and promotion, clients and/or users may access the services; and use them depends on the package and/or plan you wish to purchase, as well as the use of the services of said plan, product or service following the guidelines expressed in this document, all their promotion and use of your data is expressly authorized by them taking into account that their promotional information may reach any third party.
- For the public and third parties: You may download or print a copy of any part of the Content to which you have correctly obtained access. Solely for your personal, non-commercial use or for internal business purposes.

Likewise, as established in this section or elsewhere in our Legal Terms, no part of the services and no content or brand may be copied, reproduced, added, published, uploaded, encoded, translated, transmitted, distributed, sold, licensed or otherwise exploited for any commercial purpose, without our express prior written permission or by permission of the client and/or user in the case that it is information that is in your authorship or is in your possession.

If you wish to make any use of the Services, Content or Marks other than as set forth in this section or elsewhere in our Legal Terms, please direct your request to: support@bluecaribou.us

If we ever grant you permission to publicly post, reproduce or display any portion of our Services or Content, you must identify us as the owner or Licensor of the Services, Content or Marks and ensure that any copyright or other proprietary notices appear or are visible when you post, reproduce or display our Content.

We reserve all rights not expressly granted to you in the Services, Content and Marks. Any violation of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

Please review this section and the "PROHIBITED ACTIVITIES" section carefully before using our Services to understand (a) the rights you grant us and (b) the obligations you have when you post or upload any content through the BLUE CARIBOU LLC Services.

By confirming that you have read and agree to our "PROHIBITED ACTIVITIES" you will not post, submit, publish, upload or otherwise transmit through the Services any Submission that is unlawful, harassing, hateful, harmful, defamatory, obscene, intimidating, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate or misleading;

Submissions: By directly submitting to us any questions, comments, suggestions, ideas or other information about the Services ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we will own this Submission and are entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You also agree:

By confirming that you have read and agree to our "PROHIBITED ACTIVITIES" you will not post, send, publish, upload or transmit through the Services any Submission that is unlawful, harassing, hateful, harmful, defamatory, obscene, intimidating, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate or misleading, BLUE CARIBOU LLC is not responsible for any of the aforementioned crimes and will cooperate with the justice system of the country in which the abuse/crime occurred to find those responsible.

4. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) you have the legal capacity and agree to comply with these Legal Terms; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Services through automated or non-human means, whether through a bot, script, or otherwise; (4) you will not use the Services for any illegal or unauthorized purpose; and (5) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

1. PURCHASES AND PAYMENT

Our payment methods are processed through the third-party company PAYPAL, through the channels and payment methods available within the above platform. You agree to provide current, complete, and accurate purchase and account information for all purchases made through the Services. You further agree to periodically update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments will be at bluecaribou.us or in your PAYPAL store.

You agree to pay all charges at the prices in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for such amounts upon placing your order. We reserve the right to correct any pricing errors, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by distributors, resellers of any kind.

Sales Tax

Sales tax will be added to the price of purchases as deemed required by us. Amounts due under these Terms of Use are paid to us without deduction and are net of any taxes, fees, duties or levies imposed by any governmental authority (national, state, provincial or local), including, without limitation, any sales, use, excise, ad-Valorem, property, withholding or value-added tax, whether or not withheld at source (collectively, "Sales Tax"). Except as prohibited by applicable law, we may require you to submit an applicable sales tax to us. However, the foregoing sentence does not apply to the extent you are exempt from taxes, provided you give us a valid tax exemption certificate within thirty (30) days of the start of your subscription. Our failure to include any applicable tax on an invoice will not waive or dismiss the parties' rights or obligations under this Section. If applicable law requires the withholding or deduction of sales tax or any other tax or duty, you will separately pay us the amount withheld or deducted, over and above any fees owed. For the avoidance of doubt, this Section does not govern taxes based on our net income.

5. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available or for any illegal or immoral activity, we reserve the right, As a user of the Services, you agree not to:

- Systematically retrieve data, forms or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database or directory without our written permission.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under pretenses.
- Use a purchasing agent or purchasing agent to make purchases on the Services. • Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict use or copying of any Content or enforce limitations on use of the Services and/or the Content therein.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information or collect any information for unauthorized purposes, including user passwords, private information, and copyrighted media.
- Misuse our support services or submit false reports of abuse or misconduct.
- Engage in any automated use of the website or services, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services. • Attempt to impersonate another user or person or use another user's username.
- Sell or otherwise transfer your BLUE CARIBOU LLC profile or account.
- Use any information obtained from the Services to harass, abuse, or harm another person.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or Content for any revenue-generating endeavor or commercial enterprise beyond the license granted to you under these Terms of Use.
- Decipher, decompile, disassemble or reverse engineer any of the Software comprising or in any way making up a part of the Services.
- Attempt to circumvent any measures of the Website or the Software designed to prevent or restrict access to the Services, or any portion of the Services.
- Harass, annoy, intimidate or threaten any of our employees or agents involved in providing any portion of the Services to you.
- Remove the copyright or other proprietary rights notice from any Content.
- Copy or adapt the Software, including, without limitation, PHP, HTML, JavaScript or other code.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Software or Services or modifies,

impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Software or Services.

- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).
- Modify the results of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any web crawler, robot, cheat utility, scraper, or offline reader that accesses the Software or the Services, or using or launching any unauthorized script or other software.
- Disparage, tarnish, or otherwise harm, in our opinion, BLUE CARIBOU LLC, the Software, the Website, and/or the Services.
- Use the Services in a manner inconsistent with any applicable law or regulation.

6. THIRD PARTY WEBSITES AND CONTENT

The Services may contain (or you may be sent via the Services) links to other websites ("Third Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or other content or items belonging to or originating from third parties ("Third Party Content"). Such Third Party Websites and Third Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the Services or any Third Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third Party Websites or the Third Party Content. Inclusion of, linking to, or permitting the use or installation of any Third Party Websites or any Third Party Content does not imply approval or endorsement of such Third Party Websites or any Third Party Content by us. If you decide to leave the Services and access third-party websites or to use or install any third-party content, you do so at your own risk, and you should be aware that these Terms of Use no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in connection with such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and that you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or

harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

7. SERVICE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

8. PRIVACY NOTICE

We care about data privacy and security. Please review our Privacy Notice to understand our use of your personal information. You acknowledge that you have reviewed and understood our Privacy Notice.

Please note that the Services are hosted in the United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

9. TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, TO DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON IF WE REASONABLY BELIEF THAT SUCH PERSON IS VIOLATING THESE TERMS OF USE, OUR ACCEPTABLE USE POLICY, OR ANY APPLICABLE LAW OR REGULATION, INCLUDING WITHOUT LIMITATION FOR VIOLATIONS OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT NOTICE, IN OUR

SOLE DISCRETION IF WE FIND THAT YOU HAVE VIOLATED, OR ARE LIKELY TO VIOLATE, ANY OF THE FOREGOING.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

10.DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration or litigation (as applicable below). Such informal negotiations commence upon written notice from one party to the other.

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD NOT HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer-Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If the arbitrator determines that such costs are excessive, we will pay all arbitration fees and expenses after the arbitration is concluded and only if the arbitrator decides that the arbitration is fair. The arbitration may be conducted in person, through the submission of documents, by telephone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as may be required by applicable AAA rules or applicable law, the arbitration will be conducted in Canyon County, ID. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Disputes

We try to establish clear rules to reduce and, if possible, avoid disputes between you and us. However, if a dispute arises, it is helpful to know in advance where it can be resolved and what laws apply.

You and BLUE CARIBOU LLC agree that any claim, action, or dispute between us arising out of or relating to these Terms or your access to or use of BLUE CARIBOU LLC's services will be resolved exclusively in the Third or Fourth Judicial District of Idaho in the United States or in a state court located in Canyon County. You further agree to submit to the jurisdiction of any such court for the purpose of litigating any such claim, and you agree that these Terms and any other claim, action, or dispute will be governed by the laws of the State of Idaho, without regard to any conflict of law provisions. Notwithstanding the foregoing, you agree that BLUE CARIBOU LLC, in its sole discretion, may bring any claim, action, or dispute we have against you in any competent court in the country in which you reside that has jurisdiction over the claim.

11. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and other information.

We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information on the Services at any time, without prior notice.

12. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU AGREE THAT YOUR USE OF OUR SERVICES WILL BE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SOFTWARE OR SERVICES AND YOUR USE THEREOF, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES, CONTENT, OR ANY THIRD PARTY CONTENT AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT. SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE

MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY WEBSITE, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY PROVIDER OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

13. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR THE DIRECTORS, EMPLOYEES OR AGENTS OF BLUE CARIBOU LLC BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY (DIRECT OR INDIRECT): (A) LOSS OF DATA, (B) LOSS OF PROFITS, OR (C) LOSS OF REVENUE OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF (A) THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING AND (B) THE SUM OF US \$100.

CERTAIN STATE LAWS AND COUNTRY LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

14. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Services; (3) violation of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of any third party's rights, including but not limited to intellectual property rights; or (6) Any overtly harmful act toward any other user of the Services with whom you have connected through the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

15. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services.

You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby agree that you will independently back up all of your data and waive any right of action against us arising from any such loss or corruption of such data.

16. ELECTRONIC COMMUNICATIONS, TRANSACTIONS AND SIGNATURES

Visiting the Website or using the Services, sending us emails and completing online forms and all that constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

17. IMPORTANT INFORMATION

These Terms of Use and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and BLUE CARIBOU LLC. You confirm that you have not relied on any prior or secondary statements, agreements or representations, whether oral or written, in entering into this agreement with us.

Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use fully operate permitted by law.

We may assign any or all of our rights and obligations to others at any time.

If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

You and BLUE CARIBOU LLC are independent contractors and will therefore represent us in all respects. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms of Use or use of the Services.

You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

You and BLUE CARIBOU LLC agree that these Terms of Use shall not be construed for or against either party by reason of authorship.

You shall not (a) permit any third party to access or use the Services or Software in violation of any United States law or regulation; or (b) export any Software provided by us or remove it from the United States, except in compliance with all applicable United States laws and regulations. Without limiting the generality of the foregoing, you will not permit any third party to access or use the Services or export the Software to a country subject to a United States embargo (as of the effective date, Cuba, Iran, North Korea, Sudan, and Syria).

We may send notices pursuant to these Terms of Use to the email address you provided to us, and such notices will be deemed received twenty-four (24) hours after they are sent. You may send notices pursuant to these Terms of Use to support@bluecaribou.us, and such notices will be deemed received seventy-two (72) hours after they are sent.

No delay, failure or default, other than failure to pay any fees when due, shall constitute a breach of these Terms of Use to the extent such delay, failure or default is caused by epidemics or pandemics, acts of war, terrorism, hurricanes, earthquakes, other acts of God or nature, any law or any action taken by a government or public authority, default by suppliers or subcontractors, interruption or failure of utility service, strikes or other labor disputes, riots or other acts of civil disorder, embargoes or other causes beyond our reasonable control.

Blue caribou is not responsible for any mistake or misunderstanding on the translation of this document, to download the original document please visit

18. CONTACT US

To resolve a complaint relating to the Services or to receive further information regarding use of the Services, please contact us at:

support@bluecaribou.us