

As of April 7, 2021

These terms are a contractual agreement between you as our user and Sune, LLC dba Bloomrail, and they govern your use of our services (“Services”), including all software and any applications, scripts, API connections, instructions, and related documentation (collectively “Software”). By using the Services, you agree to these terms.

If you have entered into a consulting or other written agreement with us, these terms will apply to that agreement as well, except to the extent that there is any conflict or inconsistency with these terms, in which case the relevant terms of the consulting agreement will control that conflicting or inconsistent term.

1. These Terms.

Eligibility. You may only use the Services if you are over 18 years of age and authorized to enter into contracts on behalf of the organization you represent.

Privacy. The Privacy Policy at <https://bloomrail.com/assets/documents/policy/brPrivacyPolicy.pdf> governs any personal information you provide to us. By using the Services you agree to the terms of the Privacy Policy.

Availability. Our web site is available worldwide, but we only offer Services and support within the United States under these terms. You may contact us to inquire about Services and support if you are based outside of the United States. We may block access to certain Services (or certain service features or content) in certain countries. It is your responsibility to make sure your use of the Services is legal where you use them. Services are not available in all languages. We do not agree to be bound by, and do not represent that we are in compliance with, all laws of all nations.

Software. The Software is licensed, not sold. Any license to our users is governed by these terms and does not assign or transfer any additional rights not expressly granted by us, or any degree of ownership in any aspect of the Software.

Modification. We may modify or discontinue the Services, Software, or any portions or features of them at any time without liability to you or anyone else. However, we will make reasonable effort to notify you before we make substantial changes or discontinue your Services or use of the Software. We will also allow you a reasonable time to download your content. If we discontinue a Service in its entirety, then we will provide you with a pro rata refund for any prepaid and unused Services.

2. Your Use of the Services.

License. Subject to your compliance with these terms and the law, you may access and use the Services.

Intellectual Property. We (and our licensors) remain the sole owner of all right, title, and interest in the Services and Software. We reserve all rights not granted under these terms.

Backup. Though the Services store their own relevant data in your account, we still recommend that you continue to back up your content and data regularly.

3. Your Data.

Sharing Your Content. We do not share or sell your data beyond sharing with our partners, hosting providers, and other trusted contributors that is necessary for the delivery of our Services. Aggregated, anonymized data may be shared with others outside of your team for the sake of benchmarking the performance of sites within the same or similar industries. We may also develop and publish self-promotional materials or white papers that share information about your company and your progress without identifying you, either during or after your use of our Service. We do not monitor or control what others on your team do with your content, data, reporting, and other functions within your account.

Ownership. You retain all rights and ownership of your content and your data.

Licenses to Your Content. We require certain licenses from you to your content and data, to operate and enable the Services. When you input your own content and data to the Services and/or share data with the Services via API or other connection to your site or databases, you grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, display in reports and online reporting systems accessible by your staff, and translate the content as needed.

Our Access. We will only access, view, or analyze any of your content to the extent necessary to perform the Services. This may include (a) responding to support requests; (b) detecting, preventing, or otherwise addressing fraud, security, unlawful, or technical issues; (c) assessing the performance of the Services within the context of your account; and (d) enforcing these terms.

Feedback. You have no obligation to provide us with ideas, suggestions, or proposals (“Feedback”). However, if you submit Feedback to us, then you grant us a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferrable, to use, reproduce, publicly display, distribute, modify, create derivative works based on, and publicly perform the Feedback.

Account Information. You are responsible for all activity that occurs via your account. Please notify us immediately if you suspect or become aware of any unauthorized use of your account. You may not (a) Share your login credentials or account information outside of your organization, or (b) use another person or organization’s account.

4. Use of Software.

Subscription-Based Software License. Subject to your compliance with these terms, we grant you a non-exclusive license to use the Software, so long as your subscription is valid and paid up, and consistent with these terms.

5. Limitations on Your Use. You must not misuse the Services or Software or use it in any manner outside of these terms. For example, you must not:

- (a) copy, modify, host, sublicense, or resell the Services;
- (b) enable or allow others to use the Service or Software using your account information;
- (c) access or attempt to access the Services by any means other than our interface;
- (d) engage in behavior that violates anyone's Intellectual Property Right ("Intellectual Property Rights" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, and any other proprietary rights.);
- (e) attempt to disable, impair, or destroy the Services, software, or hardware;
- (f) disrupt, interfere with, or inhibit any other user from using the Services,
- (g) violate applicable law.

6. Fees. You must pay any applicable taxes, and any applicable third-party fee (including, for example telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign exchange fees). We are not responsible for these fees. We may take steps to collect the fees you owe us. You are responsible for all related collection costs and expenses. We reserve the right to discontinue all services and licenses to you in the event of non-payment of amounts owed to us.

7. Your Warranty and Indemnification Obligations.

Warranty. By uploading content to the Services, connecting any other tool or database or software to the Service, or creating an account with us, you agree that you have: (a) all necessary licenses and permissions, to do so, and (b) the rights necessary to grant the licenses in these terms.

Indemnification. You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to your content, your use of the Services or Software, or your violation of these terms.

8. Disclaimers of Warranties.

The Services and Software are provided "AS-IS." To the maximum extent permitted by law, we disclaim all warranties express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We make no commitments about the content within the Services. We further disclaim any warranty that (a) the Services or Software will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (b) the results that may be obtained from the use of the Services or Software will be effective, accurate, or reliable; (c) the quality of the Services or Software will meet your expectations; or that (d) any errors or defects in the Services or Software will be corrected.

We specifically disclaim any liability for any actions resulting from your use of any Services or Software. You may use and access the Services or Software at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the use and access of any Service or Software.

9. Limitation of Liability.

We are not liable to you or anyone else for any special, incidental, indirect, consequential, or punitive damages whatsoever (even if we have been advised of the possibility of these damages), including those (a) resulting from loss of use, data, or profits, whether or not foreseeable, (b) based on any theory of liability, including breach of contract or warranty, negligence, or other tortious action, or (c) arising from any other claim arising out of or in connection with your use of or access to the Services or Software. Nothing in these terms limits or excludes our liability for our intentional misconduct, or for death or personal injury.

To the extent that you allow us to access your data by use of the Service, the Software, or other tools or software, we agree to use reasonable care and in no event less than the level of care with which we protect our own company information, and you understand and agree that our access and use of that data in order to provide you with the Service may impact that data or your site in ways that we do not foresee or cannot control.

Our total liability in any matter arising out of or related to these terms is limited to the greater of (a) \$100 or (b) the aggregate amount that you paid for access to the Service and Software during the six-month period preceding the event giving rise to the liability. This limitation will apply even if we have been advised of the possibility of the liability exceeding the amount and notwithstanding any failure of essential purpose of any limited remedy.

The limitations and exclusions in this Section 9 apply to the maximum extent permitted by law.

10. Termination.

Termination by You. You may stop using the Services at any time. Termination of your account does not relieve you of any obligation to pay any amounts due.

Termination by Us. If we terminate these terms for reasons other than for cause, then we will make reasonable effort to notify you at least 30 days prior to termination via the email address you provide to us with instructions on how to retrieve your data. We may at any time terminate these terms with you if:

(a) you breach any provision of these terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with these terms);

(b) you fail to make the timely payment of fees for the Software or the Services, if any;

(c) we are required to do so by law (for example, where the provision of the Services or Software to you is, or becomes, unlawful); or

(d) we elect to discontinue the Services or Software, in whole or in part.

Survival. Upon expiration or termination of these terms, any perpetual licenses you have granted, your indemnification obligations, our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in these terms will survive. Upon the expiration or termination of the Services, some or all of the Software may cease to operate without prior notice.

11. Review and Disclosure. We do not review all content uploaded to the Services, but we may use available technologies or processes to screen for certain types of illegal content or abusive behavior of any kind. We may access or disclose information about you, or your use of the Services, (a) when it is required by law (such as when we receive a valid subpoena or search warrant); (b) to respond to your requests for customer service support; or (c) when we, in our discretion, think it is necessary to protect the rights, property, or personal safety of us, our users, third parties, or the public.

12. Export Control Laws. The Software, Services, content, and your use of the Software, Services, and content, are subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Software, Services, and content. You agree to comply with all the laws, restrictions, and regulations.

13. Dispute Resolution.

Venue. Any claim or dispute you may have against us must be resolved by a court located in Richmond, Virginia, U.S.A. You agree to submit to the personal jurisdiction of the applicable federal or state court in the City of Richmond, Virginia, U.S.A. for the purpose of litigating the claim or dispute, and waive all objections to jurisdiction, venue, or forum non conveniens

arguments. The parties specifically disclaim the applicability of the U.N. Convention on Contracts for the International Sale of Goods.

Injunctive Relief. Notwithstanding the foregoing, in the event of your or others' unauthorized access to or use of the Services or content in violation of these terms you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

14. Miscellaneous.

Notice to Us. You may send notices to us to at the following address: Sune, LLC, 1806 Summit Ave, Suite 300, Richmond, VA 23230, Attention: Legal Notices.

Notice to You. We may notify you by email, postal mail, postings within the Services, or other legally acceptable means.

Entire Agreement. These terms constitute the entire agreement between you and us regarding your use of the Services and Software and supersede any prior agreements between you and us relating to the Services, except where there are separate and more specific written agreements in place, as referenced elsewhere in these terms.

Non-Assignment. You may not assign or otherwise transfer these terms or your rights and obligations under these terms, in whole or in part, without our written consent. We may transfer our rights under these terms to a third party.

Severability. If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.

Choice of Law. Your relationship is with Sune, LLC, a Virginia (USA) limited liability company, and the Services and Software are governed by the laws of the Commonwealth of Virginia and the copyright and intellectual property laws of the United States.

No Waiver. Our failure to enforce or exercise any of these terms is not a waiver of that section.

Refund Policy. We do not offer refunds unless stated in your contract.