

BlueJay Reviews Terms of Use Agreement

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1. **Agreement.** Welcome to BlueJay Reviews. We, BlueJay Reviews LLC (“**We**” or “**Us**”), own and operate a website called BlueJay Reviews (<https://www.bluejayreviews.com> and all domains ending with .bluejayreviews.com), which offers an online subscription service that provides review aggregation, solicitation and monitoring. Additional features can include NPS, competitive benchmarking and insights for businesses based on customer data analysis. The following terms and conditions set forth in this Terms of Use Agreement (“**Agreement**”) exclusively govern any and all such use of the BlueJay Reviews website and all content, services, third-party providers or services and products available at or through the website (collectively, the “**Website**” or “**Service**”). By entering, accessing, viewing, and using this Website, whether as a Visitor or a User, you (“**You**” or “**Your**”) agree to be bound by this Agreement and do hereby enter into the Agreement with Us of Your own free will, are of competent age and mental state, and are otherwise fully capable and qualified to be bound. If You will be using the Service on behalf of an organization, you agree to be bound to this Agreement and to affirmatively bind the organization on behalf of which You are using the Service and You represent that You have the authority to do so. In such case, “You” and “Your” will refer to that principal organization of which you are the Agent under this Agreement.

These Terms of Use are subject, without notice, to change and modification from time to time by Us in Our sole and absolute discretion. Your agreement to be bound shall extend to the Terms of Use as they now exist or as they are modified and/or changed. Use of the Website is offered subject to Your

acceptance without modification of all of the terms and conditions contained in this Agreement and all other operating rules, policies (including, without limitation, [BlueJay Reviews' Privacy Policy](#) which is incorporated by reference herein) and procedures that may be published from time to time on this Website by BlueJay Reviews. BlueJay Reviews uses third party providers i.e. (BirdEye) to deliver services in addition to our own support and integration services. BlueJay Reviews is an authorized "BirdEye" channel partner. By agreeing to the BlueJay Reviews Terms and Conditions you also agree to be bound by the Terms of our third party provider "BirdEye". Please see those terms here at (<https://BirdEye.com/terms>).

IF YOU DO NOT AGREE TO BE BOUND THEN YOU ARE REQUIRED TO CEASE ALL USE OF THE WEBSITE AND ITS CONTENT AND EXIT THIS PAGE IMMEDIATELY. IF YOU HAVE INSTALLED A BLUEJAY REVIEWS PRODUCT OR APPLICATION ON ANY MOBILE DEVICE, YOU MUST REMOVE THE PRODUCT OR APPLICATION FROM YOUR DEVICE AND CEASE ALL USE OF THE SOFTWARE. ANY USE, HOWEVER LIMITED OR BROAD, IS AN ACCEPTANCE OF THE TERMS OF THIS AGREEMENT AND CANNOT BE CONSTRUED OTHERWISE WHATSOEVER.

Notice to California Residents

If you are a California resident, California law may provide you with additional rights regarding our use of your personal data. For example, California's "Shine the Light" law (Civil Code Section 1798.83) permits users of our Website that are California residents to request certain information regarding our disclosure of personal data to third parties for their direct marketing purposes. To make such a request, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of

Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint or to receive further information.

You may have additional rights under the California Consumer Privacy Act of 2018 (CCPA), such as the right to know and access what personal data is collected about you, the right to request that certain information be corrected or deleted, the right to opt out of the sale of your information (note, BLUEJAY REVIEWS does not sell your information without your permission or unless you meet a regulatory exception), and the right not to be discriminated against.

To make such a request pursuant to your California rights, please send an e-mail to: info@bluejayreviews.com, or write us at: BlueJay Reviews, 10945 State Bridge Rd. STE 401-501, Alpharetta Georgia, 30022-5676

2. **User Account and Website License**. Upon Your Acceptance of the terms of this Agreement, You will be able to use the Website to engage in the Service. You will be provided with a User Account which is a limited license to use the Service. With this User Account, You will be able to perform (a) Review Aggregation: Allows You to collect your business reviews from top sites like Yahoo, Google, City Search, Yellow Pages, etc. ("Review Sites"). NOTE: While additional Review Sites may be added in the future, we do not guarantee the ability to aggregate reviews from any particular site, as individual Review Sites may change their service, or to stop us from aggregating your reviews at any time. (b) New Review Collection: Allows You to gather new reviews from Your customers via email campaigns, check-ins, onsite kiosk or SMS. You can customize email and SMS text. (c) Review

Moderation: Allows You to control Your online reputation by responding to reviews and manage negative reviews. (d) Review Distribution: Allows You to publish the reviews you choose on any site you control - Your website, blog, Facebook page, Google page and Twitter page. (e) Mobile App w/ free download on smartphone. (f) Facebook, Google and Twitter Review Apps: allows you to automatically publish your best reviews to the top of these. (g) Analytics: Dashboard to monitor your reviews and ratings, customer sentiment and visitors. (h) Search Engine Optimization: Provides You with Search Engine Optimization for Your business through the use of real time customer reviews. (i) Campaigns: allows You to upload contact information, send text or emails review requests and conduct surveys. All use of Your account shall be governed by the terms of this Agreement. You are responsible for maintaining the security of Your Account, and You are fully responsible for all activities that occur under Your User Account. You must immediately notify BlueJay Reviews of any suspected or actual unauthorized uses of Your User Account or any other breaches of security. BlueJay Reviews will not be liable for any acts or omissions by You, including any damages of any kind, including consequential damages, incurred as a result of such acts or omissions. Upon Your registration for a User Account, BlueJay Reviews grants to You, and You do hereby accept, a limited, nontransferable, revocable license to access this Website and Service in accordance with the terms of this Agreement for so long as you conform to the terms and conditions hereof. You agree not to modify, alter, adjust, change, engineer, reverse-engineer, or amend the Website in any way. By accepting this license, You acknowledge that We have the right at Our sole discretion, to terminate Your User Account for violations of this Agreement as We are the sole and exclusive Grantor of such license. You also acknowledge and agree that We have the right to limit the number of

transmissions You may send or receive through our Website, or limit the amount of storage space, bandwidth, or other resources You may use in our sole and absolute discretion.

3. **Additional User Acknowledgements-**

- A. Integration Method Acknowledgement - You acknowledge and agree to provide BlueJay with the customer or patient solicitation data including email addresses and SMS or text numbers in a integration format acceptable to BlueJay.
- B. Data Maintained on U.S. Servers Acknowledgement - You acknowledge that any data utilized for review requests is maintained on U.S. servers for more than 30 calendar days. You may request deletion of data after discontinuation of service by visiting third party provider (<https://birdeye.com/privacy/>).
- C. Data Encryption Acknowledgement – You acknowledge that any data utilized for review requests may or may not be encrypted.
- D. BlueJay Reviews Privacy Policy Acknowledgement – You acknowledge to have read the BlueJay Reviews Privacy Policy at (<http://bluejayreviews.com/privacy-policy/>).

4. **Limitations.** Further, this license does NOT include (and hereby expressly *excludes*):

- A. the right to any downloading or copying of information for the benefit of another client;
- B. the right to use data mining, robots, spider, offline readers, or similar data gathering and extraction tools;
- C. the right to reproduce, duplicate, copy, sell, resell, sublicense, or otherwise exploit the Website or any portion of this Website for any commercial purpose except as set forth herein;

- D. the right to frame or utilize framing techniques to enclose any non-owned copyrighted material, trademark, logo, or other proprietary information (including images, text, page layout, or form) of BlueJay Reviews or any other rights holder;
- E. the right to use any meta tags or any other “hidden text” utilizing the name or trademarks of any third party rights holder without their express written consent;
- F. the right to reverse engineer or otherwise decipher, decompile or derive any source code or underlying algorithms or ideas of any part of the website; or
- G. the right to engage in any of the activities prohibited in Section 8.

*****Engaging in any unauthorized use terminates any permission or license granted to You herein. BlueJay Reviews further reserves the sole right to make determinations about any such Unauthorized Use.*****

5. **Fees and Payment.** You will be subject to monthly subscription fees (the “Fees”) in accordance with the pricing information available on the Website at <https://www.bluejayreviews.com/pricing> or provided with the quote that You accepted by providing payment. The Fees are based on the type of plan You selected, including any enhancements, options, or add-ons. You will be required to submit payment monthly in advance for the Service (unless You have already provided payment or means of payment, such as credit card information) and may purchase, in advance, a monthly subscription for the Service. Access to the Service may be disabled until payment is received (please allow Us a reasonable time for processing and getting your User account back online if disconnected for lapse in payment). It is Your sole responsibility to remain aware of the Fees charged by us and any applicable discounts. The pricing and other fees are subject to change at any time in our sole discretion, and if You do not agree to any such changes, You should

contact us to cancel Your account. We will use reasonable efforts to notify You prior to the effectiveness of any significant change to Our pricing and Fees. For purposes of this Agreement, each unique business location will count as one (1) License. Any disputes about any charges to You under this Agreement must be submitted to us in writing within sixty (60) calendar days from the date such charges were incurred. You agree to waive all disputes not brought within the 60-day period, and all such charges will be final and not subject to challenge—this provision shall be all that is necessary to preclude any recovery demanded in a dispute. Payment for the Products must be made by a valid credit card accepted by us. Fees are payable in U.S. dollars only. If the monthly payment option is selected or if You have previously provided us with Your credit card for payment, You hereby authorize us to charge Your credit card for such amounts on a regular monthly basis and continuing until such time as Your BlueJay Reviews account is terminated. If we are for any reason unable to effect automatic payment by credit card, we will attempt to notify You by email and Your BlueJay Reviews account may be disabled until payment is received. We are required to collect and remit sales tax from our customers located in certain state and local jurisdictions, including those jurisdictions where software delivered as a service (SaaS) is taxable and where we maintain a physical presence. We determine Your local taxing jurisdiction based on the billing address that You list in the “Setup” section of Your BlueJay Reviews account. You agree to be responsible for and to pay any sales, personal property, use, VAT, excise, withholding, or any other taxes that may be imposed, based on this Agreement, use or possession of this website or the Products, excluding taxes based on net income payable by us.

6. **Indemnification.** You agree to defend, indemnify and hold harmless BlueJay Reviews, its affiliates, licensors and service providers, and its and their

respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to Your violation of these Terms of Use or Your use of the Website, including, but not limited to, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or Your use of any information obtained from the Website.

7. **LIMITATION OF LIABILITY. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THIS WEBSITE, INCLUDING WITHOUT LIMITATION ANY OF THE INFORMATION CONTAINED HEREIN OR THEREIN. IN NO EVENT SHALL BLUEJAY REVIEWS OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THIS WEBSITE, THE MATERIALS OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF USE OR THE USE OR EXPLOITATION OF ANY OR ALL PART OF**

THIS WEBSITE OR THE MATERIALS IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE LESSER OF (A) FIVE (\$5.00) U.S. DOLLARS, OR (B) THE LOWEST AMOUNT TO WHICH BLUEJAY REVIEWS MAY LIMIT ITS TOTAL MAXIMUM AGGREGATE LIABILITY IN ACCORDANCE WITH APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF BLUEJAY REVIEWS OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

8. **Prohibited Uses and Activities**. BlueJay Reviews considers certain User activity to be strictly prohibited under the terms of the License. You agree to obey all applicable rules and regulations in using the Website, and agree that You are responsible for the content of Your submissions and/or communications through the Website, including any and all content of any Correspondence You are sending, and the right to publish those details. You further agree to indemnify BlueJay Reviews for any action, civil or criminal, arising out of any such Posting. The examples listed herein are non-exclusive and are provided solely for guidance to You or for purposes of example.
9. BlueJay Reviews, at its sole discretion, reserves the right to discontinue using Your submission for any unlawful use. You agree to indemnify BlueJay Reviews for any such violation of this Section or any other Federal, State or local law, whether civil or criminal. In the event of uncertainty as to whether any contemplated use or activity is permitted, please contact BlueJay Reviews for guidance. In addition to any other illegal uses or activities, the following constitute express violations:

- A. **Slander, Libel, Tortuous Interference with a Business:** Using BlueJay Reviews to Post any material that slanders or otherwise disparages any other person or business that may give rise to any such action is strictly prohibited. BlueJay Reviews, at Our sole discretion, may make any such determination and terminate Your access to Your User Account irrespective of whether or not a Court has adjudicated the matter. Further, You agree to fully indemnify BlueJay Reviews for any such action that may arise as a result of such Posting, as described fully in Section 7.
- B. **Copyright, Patent or Trademark Infringement:** Using BlueJay Reviews to Post any material that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any rights holder without their express authorization, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of digital or other photographs from magazines, books, or other copyrighted sources, the digitization and distribution of any other form of copyrighted image or trademark, and the unauthorized transmittal of any other form of intellectual property. All BlueJay Reviews content, compilation of content, and software included or used on this Website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, is the property of BlueJay Reviews or its content suppliers and are protected by United States and international copyright laws. You hereby agree not to make any use of any of the copyrighted material or content appearing on this Website, without the express written permission of BlueJay Reviews. This Agreement does not transfer from BlueJay Reviews to You any BlueJay Reviews or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with BlueJay Reviews or the other third party rights holder. Any trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of BlueJay Reviews or other third parties. Your use of the Website grants You no right or license to reproduce or otherwise use any BlueJay Reviews or third-party trademarks, copyrights or patents.

- C. **Violation of the Digital Millennium Copyright Act (DMCA):** Using BlueJay Reviews to circumvent any technological measures used by copyright owners to protect their works or using service to produce or disseminate technology primarily designed or produced to circumvent DMCA protections, that have only limited commercially significant purpose or use other than to circumvent; or that are marketed for use in circumventing DMCA protections. For additional information concerning your rights and responsibilities in connection with reporting or responding to claims of copyright infringement, see Reporting Copyright Violations, below.
- D. **Violation of the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM):** Using BlueJay Reviews to engage in e-mail marketing communications that violate CAN-SPAM in any way, including without limitation using materially false or misleading header information and sending unsolicited messages without proper notices and opt-out mechanisms.
- E. **Unlawful Use:** Using Website in any manner that violates local, state or federal law, including without limitation, using BlueJay Reviews to transmit any material whose transmission is unlawful under any local, state or federal law applicable to such transmission.
- F. **Harm to Minors:** Using BlueJay Reviews to harm, or attempt to harm, minors in any way; including but not limited to activities involving child pornography or the sexual exploitation of children.
- G. **Threats:** Using BlueJay Reviews to transmit any material (by e-mail or otherwise) that illegally threatens or encourages bodily harm or destruction of property.
- H. **Harassment and Cyberbullying:** Using BlueJay Reviews to transmit any material (by e-mail or otherwise) that harasses another under any Federal, State or local law.
- I. **Fraudulent Activity:** Using BlueJay Reviews Service to make fraudulent offers to sell or buy products, items or services, or to advance any type of financial scam such as “pyramid schemes,” “Ponzi schemes”, unregistered sales of securities, securities fraud and “chain letters.”

J. **Forgery or Impersonation:** Adding, removing or modifying identifying network, message or article header information in an effort to deceive or mislead is prohibited while using BlueJay Reviews. Attempting to impersonate any person by using forged headers or other identifying information within BlueJay Reviews is prohibited.

10. **Reporting Copyright Violations.** We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If You believe that a User of the Website has violated or is violating Your copyright rights due to that User's illegal, unlawful, or otherwise improper conduct, You (the copyright owner) or Your agent may submit a notification pursuant to the Digital Millennium Copyright Act 17 U.S.C. § 512(c)(3) ("DMCA") by providing our Copyright Agent with the following information in writing: a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit BlueJay Reviews to locate the material; information reasonably sufficient to permit BlueJay Reviews to contact You, such as an address, telephone number, and, if available, an electronic mail; a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. You acknowledge that if You fail to comply with all of these

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12. **Reliance on Information Posted.** The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance You place on such information is strictly at Your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by You or any other visitor to the Website, or by anyone who may be informed of any of its contents. This Website includes sample content including third party videos to assist You with research and services features. The sample content are forms that may or may not be appropriate for Your use. It is Your responsibility to determine whether sample content is appropriate. We are not responsible, or liable to You or any third party, for the content or accuracy of any sample content You choose to use.

13. **Customer Information.** You, not BlueJay Reviews, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all data you upload (collectively, the "Customer Data") to the BlueJay Reviews Service, and BlueJay Reviews shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of any data that result from your actions. BlueJay Reviews is not responsible for restoring lost data or damage to Customer Data that results from your actions. You hereby grant to BlueJay Reviews a non-exclusive, fully-paid and royalty-free license to reproduce, distribute, perform, display and otherwise use the Customer Data solely to provide the Service to You. BlueJay Reviews will not use Customer Data for any purposes other than the provisioning of Service as described in these Terms and will not share or release any Customer Data for marketing purposes. **You represent and warrant that:** (i) You own or otherwise have

the right to grant the license set forth in this section for the Customer Data, and (ii) the Customer Data does not violate the privacy rights, publicity rights, copyright rights, or other rights of any person or entity. BlueJay Reviews has the right (but not the obligation) to review any Customer Data and delete any Customer Data that in the sole judgment of BlueJay Reviews violates this Agreement; is prohibited content; is illegal; violates the rights, harms, or threatens the safety of any user or any other person; or creates liability for BlueJay Reviews, its suppliers, or any user upon 30 calendar days' written notice specifying the alleged default or violation if the default or violation is not remedied within the notice period.

14. **Privacy; Personal Information.** In the course of using the Service, You may submit content to BlueJay Reviews (including your personal data and the personal data of others) or third parties may submit content to you through the Service (all of the above will be referred to as "Personal Information"). We know that by giving us Personal Information, you are trusting us to treat it appropriately. BlueJay Reviews' Privacy Policy details how we treat your Personal Information (including your (and your customers') personal data) and we agree to adhere to that Privacy Policy. By using the Website and/or Services, You hereby agree and acknowledge that BlueJay Reviews may utilize electronic means of information capture and usage such as cookies, domain name and host capture, browser software capture, IP address capture, and the like to use and share your Personal Information in accordance with BlueJay Reviews' Privacy Policy. All information we collect on this Website is subject to our Privacy Policy (<https://bluejayreviews.com/privacy-policy/>). If You actively submit Personal Information to BlueJay Reviews, BlueJay Reviews shall use commercially reasonable efforts to safeguard and protect such information and to use such information only for the purposes intended; however, YOU ACKNOWLEDGE

AND EXPRESSLY AGREE THAT THE SUBMISSION OF PERSONAL INFORMATION IS AT YOUR RISK AND THAT BLUEJAY REVIEWS WAIVES ALL WARRANTIES AND LIMITS ALL LIABILITY ASSOCIATED WITH SUCH INFORMATION TO THE FULLEST EXTENT PERMITTED UNDER THE LAW.

15. **Security.** BlueJay Reviews will maintain the Service subject to commercially reasonable security precautions to prevent unauthorized access to the Service. Maintenance of Customer Data and procedures relating to such maintenance shall comply with industry standards for the type of information maintained. However, Customer acknowledges that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Service.

16. **Disclaimer of Website Warranties and Waivers.** THIS WEBSITE IS PROVIDED "AS IS." THE PROPRIETOR MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE PRODUCTS, CONTENT, SOFTWARE, INFORMATION, OR SERVICES PROVIDED HEREIN, ALL SUCH EXPRESS OR IMPLIED WARRANTIES ARE EXPRESSLY WAIVED TO THE FULLEST EXTENT ALLOWED BY LAW, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. THE PROPRIETOR DOES NOT WARRANT THAT THE WEBSITE IS FREE FROM COMPUTER VIRUSES OR OTHER HARMFUL ELECTRONIC OBJECTS AND COMPONENTS. THE PROPRIETOR SHALL NOT BE LIABLE TO THE USER FOR ANY DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL, AND CONSEQUENTIAL DAMAGES. AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS WEBSITE, USER EXPRESSLY AGREES

THAT USER'S USE OF THIS WEBSITE IS AT USER'S SOLE RISK. YOU UNDERSTAND THAT WHEN USING THE WEBSITE, YOU WILL BE EXPOSED TO MATERIAL THAT MAY BE OR IS INACCURATE, OFFENSIVE, INDECENT, OR OBJECTIONABLE TO YOU. BLUEJAY REVIEWS IS NOT RESPONSIBLE FOR THE FOREGOING AS WELL AS ACCURACY, USEFULNESS, SAFETY, OR INTELLECTUAL PROPERTY RIGHTS OF OR RELATING TO USER SUBMISSIONS. YOU HEREBY AGREE TO WAIVE ANY AND ALL LEGAL OR EQUITABLE RIGHTS OR REMEDIES THAT YOU MAY HAVE OR MAY HAVE AGAINST BLUEJAY REVIEWS WITH RESPECT THERETO. DUE TO TECHNICAL DIFFICULTIES WITH THE INTERNET, INTERNET SOFTWARE OR TRANSMISSION PROBLEMS COULD PRODUCE INACCURATE OR INCOMPLETE COPIES OF INFORMATION CONTAINED ON THIS WEBSITE. COMPUTER VIRUSES OR OTHER DESTRUCTIVE PROGRAMS MAY ALSO BE INADVERTENTLY DOWNLOADED FROM THIS WEBSITE. BLUEJAY REVIEWS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SOFTWARE, COMPUTER VIRUSES OR OTHER DESTRUCTIVE, HARMFUL OR DISRUPTIVE FILES OR PROGRAMS THAT MAY INFECT OR OTHERWISE IMPACT THE USE OF YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING ON THIS WEBSITE OR YOUR DOWNLOADING OF ANY OF THE MATERIALS FROM THIS WEBSITE. BLUEJAY REVIEWS RECOMMENDS THAT YOU INSTALL APPROPRIATE ANTI-VIRUS OR OTHER PROTECTIVE SOFTWARE.

17. **Applicable Law.** By visiting this Website, You agree that any disputes concerning or involving these Conditions of Use, or the use of this Website, shall be governed in accordance with the laws of the State of Georgia. You hereby consent to the personal jurisdiction of the courts of the State of

Georgia for resolution of all disputes concerning or involving this Agreement, or Your use of this Website.

18. **Amendment.** BlueJay Reviews reserves the right to amend this Agreement at any time, by posting on this Website such amended Agreement or amendments in Our sole and absolute discretion. Your use and continued use of this Website is deemed an agreement to be bound by any such Amendments whether or not you received notice of such amended Agreement or amendment(s) as the case may be.
19. **Limitations on Actions.** YOU AGREE THAT ANY CAUSE OF ACTION THAT MAY ARISE, RESULT, OR OCCUR AS A RESULT OF YOUR USE OF THE WEBSITE, OR FROM ENTERING INTO THIS AGREEMENT, MUST BE COMMENCED NOT LONGER THAN ONE (1) YEAR FROM THE DATE SUCH CAUSE OF ACTION ACCRUES, OTHERWISE YOU WAIVE ALL RIGHT TO BRING SUCH CAUSE OF ACTION AND SUCH ACTION IS FOREVER BARRED AND DISCHARGED.
20. **Transferability.** You agree that Your rights and obligations under this Agreement may not be transferred, assigned, licensed, or otherwise alienated without the express written permission of BlueJay Reviews, wherein said permission may be denied for any reason. Any purported transfer or assignment of any kind without such consent by Us shall be void *ab initio*.
21. **Links and Third Party Websites.** We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which BlueJay Reviews.com links, and that link to BlueJay Reviews.com, and that have been posted to other services through the BlueJay Reviews.com software. BlueJay Reviews does not have any control over those websites and webpages, and is not responsible for their contents or their use. By linking to a website or webpage, BlueJay Reviews does not represent or imply that it endorses such website or webpage. You

are responsible for taking precautions as necessary to protect Yourself and Your computer systems from viruses, worms, Trojan horses, logic bombs, and other material that is malicious or technologically harmful (collectively, the “Technologically Harmful Content”). Additionally, You agree not to introduce any Technologically Harmful Content to the Website. BlueJay Reviews disclaims any responsibility for any harm resulting from Your use of other websites and webpages.

22. **Privacy Policy**. You agree to be bound by the Privacy Policy found at www.bluejayreviews.com/privacy, which is incorporated into this Agreement by reference as if fully set forth herein.
23. **Ability to Accept Terms of Service**. You affirm that You are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, You affirm that You are over the age of 18, as the Website is not intended for children under 18. If You are under 18 years of age, please do not use the Website and exit the Website immediately.
24. **Responsibility of Website Visitors**. BlueJay Reviews has not reviewed, and cannot review, all of the material, including links to computer software, posted to the Website, and cannot therefore be responsible for that material’s content, use or effects. By operating the Website, BlueJay Reviews does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect Yourself and Your computer systems from Technologically Harmful Content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and

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25. **Termination. BlueJay Reviews may terminate Your access to all or any part of the Website at any time, with or without cause, for any reason or no reason at all, with or without notice, effective immediately, in its sole and absolute discretion.**

If You wish to terminate this Agreement or Your User Account (if You have one), You may simply discontinue using the Website. All provisions of this Agreement which expressly or impliedly by their nature survive termination shall survive such termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability. BlueJay Reviews may retain any data and Posted content associated with Your Account for up to five years from the date of termination.

26. **General Representation and Warranty.** By using the Website, you represent and warrant the following:

- A. **Compliance with Laws.** Your use of the Website will be in strict accordance with the BlueJay Reviews Privacy Policy, with this Agreement, and with all applicable laws and regulations (including without limitation any local laws or regulations in Iowa regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of data exported from the United States or the country in which You reside).
- B. **Customer Consent.** Any information or data you obtain and/or upload to the Website, including but not limited to Customer Data and Personal

Information, has been properly obtained by you and you have obtained all necessary rights, releases, and consents from the customer and/or data subject for such information to be collected, used, and shared in accordance with this Agreement and the Privacy Policy, and, further, BlueJay Reviews has permission to utilize such information in accordance with this Agreement and with the Privacy Policy.

- C. **Customer Disclosure.** You will provide customers and/or data subjects with all required disclosures and obtain all applicable consents and/or authorizations from customers and/or data subjects, based on applicable laws, prior to utilizing the Website.
- D. **Intellectual Property Rights.** Your use of the Website will not infringe or misappropriate the intellectual property rights or any other rights, including but not limited to privacy and publicity rights, of any third party. If you receive a take-down request, infringement notice, opt-out request or other notices related to your use of the Website, you must promptly stop using the Website and notify BlueJay Reviews.

27. **Miscellaneous.** This Agreement constitutes the entire agreement between BlueJay Reviews and You concerning the subject matter hereof, and there may only be modified by a written amendment signed by an authorized executive of BlueJay Reviews, or by the posting by BlueJay Reviews of a revised version. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. BlueJay Reviews may assign its rights under this Agreement without condition or notice. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, permitted assigns, and intended beneficiaries.

