Terms of Use

Agile Documents is owned by Blue Clarity, LLC (“Blue Clarity”) a Florida Limited Liability Company.

Agile Documents (“Services”) and accompanying documentation is licensed and not sold. Agile Documents is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. Blue Clarity, its subsidiaries, its affiliates, or its suppliers own intellectual property rights in the Services. The Licensee’s (”you” or “your”) license to use the Services is subject to all the terms and conditions of this Terms of Use (“Agreement”).

If you will be using the Services on behalf of an organization, you agree to this Agreement on behalf of that organization and you represent that you have the authority to do so. In such case, “you” and “your” will refer to that organization.

1. Acceptance

By using the Services, you agree to be bound by the terms of this Agreement. You must agree to all of the terms of this Agreement before you use the Services. Further, the terms of this Agreement are entered into by and between Blue Clarity and you. You accept these terms when you access the Services in any manner or acknowledge the Agreement. If you do not agree to all of the terms of this Agreement, you must not install nor use the Services.

1. Fees and Payments

You agree to pay Blue Clarity any fees for each service you purchase or use, in accordance with the pricing and payment terms presented to you for Services. In the case of purchase through the SharePoint store, Microsoft collects these fees on our behalf. Alternatively, you may purchase an Enterprise Agreement directly from Blue Clarity where the pricing and payment terms will be specified in that Enterprise Agreement.

Some of our Services are billed on a subscription basis (“Subscription”). This means you will be billed in advance on a recurring, periodic basis. Typically, this is monthly.

While it is in Blue Clarity’s interest to provide an affordable Subscription to our clients, Blue Clarity may change the fees charged for the Services at any time, provided that, for Services billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of your Subscription.

1. Privacy

In the course of using the Service, sensitive information is obtained by the Service. Blue Clarity’s [privacy statements](http://www.blueclarity.com/AgileDocuments/Help/Privacy) and privacy notices (“Privacy Policies”) detail how we treat that information.

1. Your Content

You retain ownership of all your intellectual property rights to your content (“Content”).

You grant Blue Clarity a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivate works, and otherwise exploit your Content, but only for the limited purposes of providing the Services to you and as otherwise permitted by Blue Clarity’s Privacy Policies. This license for such limited purposes continues even after you stop using our Services, with respect to aggregate and de-identified data derived from your Content and any residual backup copies of your Content made in the ordinary course of Blue Clarity’s operations. This license also extends to any trusted third parties we work with to the extent necessary to provide the Services to you. If you provide Blue Clarity with feedback about the Services, we may use your feedback without any obligation to you.

Blue Clarity may identify you (by name and logo) as a Blue Clarity customer on Blue Clarity’s websites and other promotional materials.

You acknowledge that, in order to ensure compliance with legal obligations, Blue Clarity may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates the terms of this agreement. We may prevent or otherwise degrade your access to our Services if we believe it violates the law or these terms of this agreement. However, Blue Clarity has no obligation to monitor nor review any content submitted to the Services.

1. Restrictions on Transfer

Without first obtaining the express written consent of Blue Clarity, you may not assign your rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the Services.

1. Acceptable Uses

You must use the Services in compliance with, and only as permitted by, applicable law.

You are responsible for your conduct, content, and interaction with others using the Services.

You may not purchase, use, or access the Services for the purpose of building a competitive product or service or for any other competitive purposes.

You may not misuse Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions Blue Clarity provides.

You may not circumvent nor attempt to circumvent any limitations that Blue Clarity imposes on your account.

Unless authorized by Blue Clarity in writing, you may not probe, scan or test the vulnerability of the Service or any Blue Clarity system or network.

You may not or attempt to: deny other access to or reverse engineer the Services.

You may not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.

You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. Blue Clarity will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to Blue Clarity.

You may not use the Services to infringe the intellectual property rights of others, or to commit an unlawful activity.

You must not use Agile Documents to generate marketing and offering of services and solutions for creating and revising document communications for, or on behalf of, mutual funds, electronically traded funds, and financial communications on behalf of companies.

1. Changes and Updates

Blue Clarity may change the Agreement at any time. The most current version will be posted on the Blue Clarity website. Changes will be effective no sooner than the day they are publicly posted. In order for certain changes to become effective, applicable law may require Blue Clarity to obtain your consent to such changes, or to provide you with sufficient advance notice of them. If you do not want to agree to any changes made to the Agreement, you should stop using the Services, because by continuing to use the Services you indicate your agreement to be bound by the updated terms.

1. Disclaimer of Warranties and Limitation of Liability

While it is in Blue Clarity’s interest to provide you the best possible experience with our Services, there are certain things Blue Clarity does not promise. Blue Clarity makes no warranties, express or implied, in fact or in law, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose other than as set forth in this Agreement. Blue Clarity makes no warranty that the Services will meet your requirements or operate under your specific conditions of use. Blue Clarity makes no warranty that operation of the Services will be secure, error free, or free from interruption. You must determine whether the Services sufficiently meets your requirements for security and uninterruptably. You bear sole responsibility and all liability for any loss incurred due to failure of the Services to meet your requirements. Blue Clarity will not, under any circumstances, be responsible or liable for the loss of data.

Under no circumstances shall Blue Clarity, its directors, officers, employees, agents suppliers or licensors be liable to you or any other party for indirect, consequential, special, incidental punitive or exemplary damages of any kind (including lost revenues or profits or loss of business) resulting from this agreement, or from the furnishing, performance, installation or use of the Services, whether due to a breach of contract, breach of warranty, or the negligence of Blue Clarity or any other party, even if Blue Clarity is advised beforehand of the possibility of such damages and even if a remedy fails of its essential purpose. To the extent that the applicable jurisdiction limits Blue Clarity’s ability to disclaim any implied warranties, this disclaimer shall be effective to the maximum extent permitted.

1. Applicable Law

The Agreement is governed by the laws of the State of Florida (without regard to its conflict of laws provisions).

Except if prohibited by applicable law, each party submits to the exclusive jurisdiction of the state courts located in Orange County, Florida, and the federal courts located in the Central District of Florida with respect to the subject matter of the Agreement.

1. Other Terms

You may not assign the Agreement without Blue Clarity’s prior written consent, which may be withheld in Blue Clarity’s sole discretion. Blue Clarity may assign this Agreement at any time without notice to you.

This Agreement constitute the entire agreement between you and Blue Clarity, and they supersede any other prior or contemporaneous agreement, terms, and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of this Agreement, and are void.

The use of the terms “includes”, “including”, “such as” and similar terms, will be deemed not to limit what else might be included.

A party’s failure or delay to enforce a provision under this Agreement is not a waiver of its right to do so later.

If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of the Agreement will remain in full effect.