

# Website Terms Of Use

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Blu’s Privacy Policy (available from the Site) applies to the use of this Site, and its terms are made a part of these Terms of Use by this reference.

These Terms of Use and the Site are subject to change without notice.

## Ownership of Site and All Content Thereon

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code (collectively, the “Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel”, and arrangement of such Content, contained on the Site, is owned, controlled, or licensed by or to Blu, and is protected by trade dress, copyright, patent, and trademark laws, and various other intellectual property rights and unfair competition laws.

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You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Site. Blu reserves the right to bar any such activity. You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Blu server, or to any of the services offered on or through the Site, by hacking, password mining or any other illegitimate means. You may not probe, scan, or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Blu, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

## Links to Other Sites

This Site may contain links to other independent third-party web sites (“**Linked Sites**”). Linked Sites are provided solely as a convenience and are not under Blu’s control. Blu is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites.

## Disclaimers

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The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Blu reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

## Limitation of Liability

Except where prohibited by law, in no event will Blu be liable to you for any indirect, consequential, exemplary, incidental, or punitive damages, including lost profits, even if Blu has been advised of the possibility of such damages. If, notwithstanding the other provisions of these Terms of Use, Blu is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, Blu’s liability shall in no event exceed CAN\$100.00.

## Indemnity

You agree to indemnify and hold Blu, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries, and affiliates, harmless from any demands, loss, liability, claims, or expenses (including legal fees), made against Blu by any third party due to or arising out of or in connection with your use of the Site.

## Violation of These Terms of Use

You agree that Blu may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You acknowledge that your failure to observe and perform your obligations under these Terms of Use could cause irreparable harm for which damages would be an inadequate remedy, and if any such failure occurs or is threatened, Blu will be entitled to an injunction, a restraining order, or any other equitable remedy, in each case without posting a bond or other security and without proof of actual damages. These remedies are in addition to any other remedies Blu may have at law or in equity.

## Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws in force in British Columbia, Canada and you hereby attorn to the non-exclusive jurisdiction of the courts of British Columbia, Canada. Any claim under these Terms of Use must be brought within one year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and legal fees.

## Void Where Prohibited

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## Submission of Information to Site

Any information (including without limitation product plans, product drawings, visual renderings, or photographs) submitted to Blu via the Site is the sole and exclusive property of Blu, and Blu may use such property for any purpose whatsoever, commercial or otherwise, without any compensation to you. The submission of any information through the Site will not create a contract or otherwise obligate Blu in any manner whatsoever.

## Contacting Blu

Any requests in connection with these Terms of Use may be made via email to: [info@blubathworks.com](mailto:info@blubathworks.com)