

## Website Terms and Conditions

Welcome to BlueCats ("Company", "we", "us", or "our"). Our website at www.bluecats.com ("Site") is provided to you for informational purposes only. The following terms and conditions (the "Terms") govern all use of our Site and all content, services, and products available at or through the Site.

#### 1. Acceptance of Terms

By accessing or using the Site in any manner, you agree to be bound by these Terms. If you do not agree to all the terms and conditions of this agreement, then you may not access the Site or use any services.

### 2. Use of Site

The Site is available to you for your personal and non-commercial use. The Company grants you a limited, non-exclusive, non-transferable, revocable license to make personal, non-commercial use of the Site.

#### 3. Intellectual Property

All content provided on the Site, including but not limited to text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property.

#### 4. Content Accuracy

We make every effort to ensure that the content on our Site is complete and current. However, we do not guarantee that the information contained on this Site will not contain errors, inaccuracies, or omissions. All content is provided for informational purposes only and we reserve the right to amend it at any time without notice.

#### 5. Prohibited Uses

In addition to other prohibitions as set forth in the Terms, you are prohibited from using the Site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances.

#### 6. Disclaimer of Warranties

The site and all content, products, and services delivered to you through the site are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied.



# 7. Limitation of Liability

In no case shall the Company, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the site, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service, even if advised of their possibility.

#### 8. Indemnification

You agree to indemnify, defend and hold harmless the Company and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### 9. Severability

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### 10. Changes to Terms

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our Site. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms constitutes acceptance of those changes.

#### **11. Contact Information**

Questions about the Terms should be sent to us at <u>hello@bluecats.com</u>.

These terms and conditions were last updated on 30/10/23.