

Privacy Policy for Blue Margin, Inc.

www.bluemargin.com

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1. Ownership of Site and Restrictions on Use of Content

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2. Submitted Data

You agree that you shall not upload to the Website any data, files, content or other information ("Submitted Data"), or otherwise transmit on or through this website, any Submitted Data that are subject to any rights of any third parties, or in which any holder of such rights has not given express authorization for distribution by you. By providing Submitted Data to Blue Margin, you automatically grant, or warrant that the owner of such Submitted Data has expressly granted, the royalty-free, perpetual, irrevocable, non-exclusive right and license to Use the Submitted Data.

Any personal information, such as your name, email address or other contact information provided to Blue Margin shall be handled in accordance with, and subject to, the Blue Margin Privacy Policy described below in Section 13 and not this Section 2.

3. Display of Products and Services

We use commercially reasonable efforts to ensure that the colors, design and details of the products and services displayed on BlueMargin.com are accurate. However, we cannot and do not guarantee that the colors, design, and/or detail, as displayed by your monitor, will be accurate and we assume no responsibility whatsoever for such difference in color, design and details.

Blue Margin reserves the right at any time and without notice to change the products and or services that are described on the Website.

4. Prohibited Conduct and Use

You agree to use BlueMargin.com only for lawful purposes. You are expressly prohibited from transmitting through BlueMargin.com any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law (collectively, "Prohibited Conduct"). You agree and acknowledge that Blue Margin is not responsible or liable to you or any other party for any Prohibited Conduct by any user of BlueMargin.com at any time.

Notwithstanding anything in this Agreement to the contrary, Blue Margin is in no way obligated to monitor any user's use of or to monitor, retain, review and/or edit Submitted Data or any information provided by any user and transmitted through BlueMargin.com. However, Blue Margin does reserve the right, at any time, to monitor, review, retain, edit and/or disclose any information (including any Submitted Data) as Blue Margin determines necessary, in its sole discretion, to: (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) protect and defend Blue Margin's rights and property; (iii) enforce this Agreement; (iv) protect against misuse or unauthorized use of BlueMargin.com; and (v) protect the interests of Blue Margin's users or the public.

You are expressly prohibited from using a false e-mail address or other identifying information and from using BlueMargin.com in any way to send emails or other messages to people or other entities.

5. Cookies

We use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site.

Some of our business partners may use cookies on our site (for example, advertisers). However, we have no access to or control over these cookies.

6. Linked Sites

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7. Limitation of Liability

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This Agreement is governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any principles of conflicts of law. Venue and personal jurisdiction shall lie solely

in the state and federal courts located in this State of Colorado. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified, except as provided in Section 12.

11. Termination

This Agreement is effective until terminated by either party. You may terminate this Agreement at any time by destroying all Content and/or other materials obtained from this Website, all copies thereof. This Agreement may terminate immediately without notice from Blue Margin if in Blue Margin's sole discretion, you fail to comply with any term or provision of this Agreement. Upon termination, you must destroy all Content and/or other materials obtained from this Website, and all copies thereof. Termination will not affect any rights, obligations or liabilities that arose prior to such termination.

12. Changes and Modifications

Blue Margin may change, add or delete Content, products, materials, services, programs and the like that are described in this Website at any time without notice. Blue Margin reserves the right to update, modify, revise or otherwise change this Agreement at any time with or without prior notice. Your use of BlueMargin.com at any time after such update, modification, revision or change constitutes your acceptance of such update, modification, revision or change. You are encouraged to review this Agreement periodically.

13. Privacy Policy

Your privacy is important to us. If you provide your contact information or create a new user account at BlueMargin.com, we collect your name, email address and other contact information ("Contact Information"). This Contact Information will be used to process your request, provide you information that you request or that we feel would be useful to you, and to contact you regarding your request, if applicable. In addition, we may share your Contact Information in the context of a merger, acquisition or corporate restructuring of Blue Margin, and with third parties with whom we have business relationships. By providing your Contact Information to Blue Margin via BlueMargin.com, you expressly consent to our collection, storage and use of your Contact Information as described in this Privacy Policy.

You agree and acknowledge that your request may be processed, fulfilled or serviced by third parties other than Blue Margin, and you understand that such third parties are not limited by Blue Margin in their use of the information provided to them to process, fulfill or service your request. Therefore, you expressly consent to our sharing your information with any necessary third parties for such purposes.

We do not sell your Contact Information to any third parties or share it with third parties (other than as described above) for promotional purposes, but we reserve the right to do so in the future.

Blue Margin may also collect non-personally identifiable information including, without limitation, information regarding your operating system, browser, domain name, and your navigation through and from BlueMargin.com. This information is collected in the aggregate and use to improve BlueMargin.com and for other business purposes.