



TERMS OF SERVICE

THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (hereinafter “You” or “Your”) AND IT BLISS, LLC (hereinafter “IT Bliss”) GOVERNING YOUR USE OF THE IT BLISS, LLC SUITE OF ONLINE SOFTWARE AND SERVICES (hereinafter “the Service(s)").

Parts of this Agreement

This Agreement consists of the following terms and conditions (hereinafter the “General Terms”) and terms and conditions, if any, specific to use of individual Services (hereinafter the “Service Specific Terms”). The General Terms and Service Specific Terms are collectively referred to as the “Terms”. In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail.

Acceptance of the Terms

You must be of legal age to enter into a binding agreement and have the authority to bind the entity that you represent in order to accept the Terms. IT Bliss provides the Services with the express condition that users of these Services agree to be bound by the Terms. If you do not accept any of these terms, you are not authorized to use the Services. IT Bliss reserves the right to change any of the terms and conditions contained in these Terms at any time, without notice to you. Your continued use of the Services following the posting of any changes to these Terms constitutes your acceptance of such new Terms.

Description of Service

IT Bliss provides an array of software and services for managing nonprofit organizations, online collaboration, communications, and other key business processes ("Service" or "Services"). You may connect to the Services using any Internet browser supported by the Services. You are responsible for obtaining access to the Internet and for the equipment necessary to use the Services. You can create and edit content with your user account and if you choose to do so, you can publish and share such content.

User Sign-up and Account Obligations

You need to sign up for a user account by providing all required information in order to access or use the Services. All user accounts are personal and should only be used by a single individual. Users are responsible for maintaining the confidentiality of their access credentials and are fully responsible for all activities that occur under their account. You agree to: a) provide true, accurate, current and complete information about yourself during the sign up process; b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete; c) use reasonable efforts to prevent unauthorized access or use

of the Services through your account; and d) notify IT Bliss promptly if your access credentials are lost or you have reasonable suspicion that they might be compromised. If you provide any information that is untrue, inaccurate, outdated, or incomplete; if you allow any unauthorized access or use of Services by sharing your access credentials or otherwise; or if IT Bliss has reasonable grounds to suspect that any of these violations do occur, IT Bliss may terminate your user account and refuse current or future use of any or all of the Services.

Communications from IT Bliss

The Service may include certain communications from IT Bliss, such as service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service announcements and administrative messages.

Fees and Payments

Subscriptions to paid Services are available on monthly, quarterly or semi-annual subscription plans. Your subscription will be automatically renewed at the end of each subscription period unless you inform us that you do not wish to renew the subscription at least seven (7) days prior to the renewal date. The subscription fee will be charged to any means of payment previously authorized by you. If you would like the payment for the renewal to be made through a different means of payment, you agree to inform us at least seven (7) days prior to the renewal date. In the event of termination of the subscription, you will not be refunded the subscription fee for the unused portion of the subscription period. IT Bliss reserves the right to change the subscription fee at any time, including charging for Services that were previously available free of charge. When such changes do occur, we agree to inform you at least twenty (20) days prior to the renewal date of your subscription and to make the new subscription fees effective at the time your subscription renews.

Spamming and Illegal Activities

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal, unauthorized or abusive activity.

Data Ownership

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the Services does not grant IT Bliss the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for IT Bliss's commercial, marketing or any similar purpose. But you grant IT Bliss permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as required for the purpose of providing the Services to you.

User Generated Content

You may transmit or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Services, is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Services you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that IT Bliss will have the right to block access to or remove such content made available by you, if IT Bliss receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Services and transmitting or publishing any content using such Service, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by IT Bliss for this purpose.

Data Portability and Deletion

As a customer, you may request a copy of your data at any time. Provided your account is in good standing, IT Bliss will within seven (7) days produce best efforts to export a copy of your data and make it available for download by you. IT Bliss makes no claim or warranties of any kind as to the format or the content of this exported data, or its usefulness outside of the Services.

If you cancel or do not renew your subscription, we will delete your live data thirty (30) days after the end of your subscription or at an earlier date if you instruct us to do so. Please note that we cannot remove your data from past backups or archives.

Suspension and Termination

We may suspend your user account or temporarily disable access to whole or part of any Service on reasonable belief that you have violated the Terms, in case of extended periods of inactivity, if a payment for the Services is more than thirty (30) days overdue, in the event of any suspected illegal activity or upon request from law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to legal@cividesk.com within thirty (30) days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty (30) days. We will also terminate your user account on your request. Termination of user account will include denial of access to all Services, deletion of information in your user account such as your e-mail address and password and deletion of all data in your user account.

Ownership of Intellectual Property

Each of us retains all right, title and interest in and to our respective trade secrets, inventions, copyrights, and other intellectual property. Any intellectual property developed by IT Bliss during the performance of the Services shall belong to IT Bliss unless we have agreed with you in advance in writing that you shall have an interest in the intellectual property.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. IT BLISS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IT BLISS MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM IT BLISS, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

Limitation of Liability

YOU AGREE THAT IT BLISS SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR

INABILITY TO USE THE SERVICE, EVEN IF IT BLISS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH IT BLISS RELATED TO ANY OF THE SERVICES SHALL BE TERMINATION OF SUCH SERVICE. IN NO EVENT SHALL IT BLISS'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE DURING YOUR CURRENT SUBSCRIPTION.

Indemnification

You agree to indemnify and hold harmless IT Bliss, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorized by IT Bliss.

Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in Colorado and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, IT Bliss may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

END OF TERMS OF SERVICE

If you have any questions or concerns regarding this agreement, please contact us at legal@cividesk.com.

Last updated on: 27th September, 2013.