

# **Policy Manager Pro License and Terms of Service**

Thanks for choosing Policy Manager Pro as your electronic policy and procedures service. In this document, we'll outline in detail what we provide you, our customers, and each of our legal obligations. The details contained in this document will be collectively referred to as the "Terms."

## **Who are we?**

The Policy Manager Pro service is provided by Border States Consulting, LLC, hereafter referred to as "We", "Us", "BSC". These Terms represent a binding contract between you and BSC.

## **When do these terms apply?**

These Terms apply to your use of any products or services offered by BSC as described in these Terms (collectively, the "Services"), including all software provided as a part of our Services (the "Software"), whether through the websites found at <https://www.policymanagerpro.com/> or <http://www.bscomn.com/> or a mobile application, or in any other manner.

These Terms apply anytime you:

- (i) create an account in connection with the Services
- (ii) download or use any Software in connection with the Services; and
- (iii) use the Services or interact with BSC in connection with the Services in any other way

## **How do you agree to our terms?**

You are agreeing to these Terms when you sign up for or use the Services and any time you access or use the Services. We encourage you to read our Terms carefully.

## **Part 1. Renewals and Billing**

### **1.1 Subscription**

Our Services are billed on a subscription basis ("Subscription"). If you elect to enroll in a Subscription, you will be billed in advance for your Subscription on a recurring and periodic basis ("Billing Cycle"). The length of your Billing Cycle will depend on the Subscription you select. Billing Cycles will typically consist of one (1) year terms ("Subscription Term"). You agree to pay for the subscription that you select. You also authorize us to automatically charge the payment method our service provider has on file based on the Billing Cycle applicable to your Subscription.

### **1.2 Automatic Renewals**

At the end of each Billing Cycle, your Subscription will automatically renew for an additional Billing Cycle at the price previously agreed upon or otherwise communicated to you by us ("Renewal Price") unless you or we have canceled your Subscription at least one (1) day prior to the commencement of

your next Billing Cycle. We will email you in advance to let you know your Subscription is due for renewal and provide the renewal price. You may cancel your Subscription by contacting us via the phone number on our website or the email address provided for customer service. Once we or you have canceled your Subscription, your recurring subscription fees for the Services will no longer be charged to the payment method we have on file for your account, and your Subscription will remain active only until the end of the current Billing Cycle.

### 1.3 Payments

Unless we expressly provide otherwise, all amounts paid are non-refundable. You further agree to be responsible for any applicable state, federal or other taxes that may be associated with the Services, including sales taxes, along with any transaction fees and currency conversions added by your financial institution and intermediaries. All amounts are in U.S. Dollars.

We may change the fees that we charge for the Services at any time at our sole discretion, provided that we will give you at least thirty (30) days of prior notice of such changes. Unless otherwise specified in such notice to you, any changes to the Subscription fees will take effect in the Billing Cycle immediately following our notice to you.

## **Part 2: General Terms**

### 2.1 User Data, Accounts and Passwords

You are fully and solely responsible and liable for the content and data you enter into our Services. Registration as a user or subscriber with the Services may require both a user name and password. You should consider your user names and passwords as confidential information. Anyone with knowledge of both your user name and password can gain access to your account. You are responsible for safeguarding the password that you use to access the Services and for any activities or actions under your password. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. We reserve the right to block a user's account and/or prohibit a user from using the Services in the event of any suspected or actual fraud or violation of these Terms, as determined in our sole discretion.

### 2.2 Updates

We may from time to time develop and provide updates for the Services, which may include upgrades, bug fixes, patches and other error corrections and/or new features, functionality, tools or content (collectively, "Updates"). Updates may also modify or delete features, functionality, tools or content in their entirety.

You agree that BSC has no obligation to provide any Updates or to continue to provide or enable any particular features, functionality, tools or content, and will not be liable with respect to any such modification, Updates, discontinuance or deletions.

### 2.3 Free Trials

BSC may, in its sole discretion, offer a Subscription with a free trial for a limited period ("Free Trial"). If we offer you a Free Trial, the specific terms of your Free Trial will be provided at signup and/or in

the promotional materials describing the Free Trial and your use of the Free Trial is subject to your compliance with such specific terms.

## 2.4 Indemnification

To the fullest extent permitted by law, you agree to indemnify and hold BSC, its affiliates, agents, suppliers, vendors, contractors, resellers, third-party partners, and licensors, and each of their respective contractors, subcontractors, officers, directors, shareholders, employees, and agents (collectively, the “BSC Entities”) harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use and/or misuse of the Services, any violation by you of these Terms, or any breach of the representations, warranties, and covenants made by you herein. BSC reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify the BSC Entities, and you agree to cooperate with BSC’s defense of these claims. BSC will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

## 2.5 Disclaimers; No Warranties

TO THE FULLEST EXTENT PERMITTED UNDER LAW AND SAVE FOR THE RIGHTS GRANTED TO CONSUMERS UNDER APPLICABLE LAWS, BSC disclaims all warranties, statutory, express, or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. No information, whether oral or written, obtained by you from BSC or through the Services will create any warranty not expressly stated herein. You expressly agree that the use of the Services is at your sole risk. The Services and any data, information, third-party software, services or applications made available in conjunction with or through the Services are provided on an “as is” and “as available”, “with all faults” basis and with no assurances that the Services will withstand attempts to evade security mechanisms or that there will be no cracks, bugs, disablements or other circumvention. BSC does not warrant that the Services will be uninterrupted or free of errors, viruses, or other harmful components and does not warrant that any of the foregoing will be corrected. You understand and agree that if you use, access, or download the Services, or otherwise obtain or transmit materials, data, or other content while using the Services, you do so at your discretion and risk.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## 2.6 Limitation of Liability and Damages

TO THE FULLEST EXTENT PERMITTED UNDER LAW, BSC AND THE BSC ENTITIES WILL HAVE NO OBLIGATION OR LIABILITY (WHETHER ARISING IN CONTRACT, WARRANTY, TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE) FOR ANY DAMAGES OR LIABILITIES, INCLUDING DIRECT, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL (INCLUDING ANY LOSS OF DATA, REVENUE OR PROFIT OR DAMAGES ARISING FROM PERSONAL INJURY/WRONGFUL DEATH) ARISING CONCERNING YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO DAMAGES ARISING FROM (i) USE OF OR INABILITY TO USE THE SERVICES, (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR

TRANSMISSIONS BY THIRD PARTIES, (iv) THIRD-PARTY CONTENT MADE AVAILABLE TO YOU THROUGH THE SERVICES, OR (v) ANY OTHER MATTER RELATING TO THE SERVICES.

Also, when using the Services, information will be transmitted over a medium that is beyond the control and jurisdiction of BSC, its partners, advertisers, and sponsors, or any other third-party mentioned on the Services. Accordingly, BSC assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with the use of the Services.

## 2.7 Prohibited Conduct

BY USING THE SERVICES YOU AGREE NOT TO:

- use the Services for any fraudulent, harassing, or abusive purpose, or to damage or cause risk to our business, reputation, employees, subscribers, facilities, or any person;
- use the Services for any illegal purpose, or in violation of any local, state, national, or international law;
- remove, circumvent, disable, damage, or otherwise interfere or deny service in any way or form with security-related features of the Services, features that prevent or restrict use or copying of the Software, or features that enforce limitations on the use of the Services;
- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof;
- intentionally interfere with or damage the operation of the Services, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

## 2.8 Termination by BSC

BSC may terminate your use of the Services or discontinue providing access to the Services at any time and for any reason, including, but not limited to any actual or suspected breach by you of these Terms or any other unacceptable or objectionable use of the Services, as determined by BSC in its sole discretion. You agree that any termination of your access to the Services may be effected without prior notice and you agree that BSC will not be liable to you or any third-party for any such termination.

If such termination or discontinuation by BSC occurs during a period for which you are a paid subscriber, you may be entitled to a pro-rated refund of your current subscription payment amount in connection with your use of the Services. If your account is terminated due to your breach of these Terms, you will not be eligible for a refund. All refunds are issued at BSC's sole discretion and any refund request may be denied for any or no reason. Any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities.

## 2.9 Termination by You

You may terminate these Terms at any time by discontinuing use of the Services, deleting your account with the Services, and uninstalling any Software downloaded in connection with your use of the Services.

## 2.10 Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by BSC without restriction. Any assignment attempted to be made in violation of these Terms shall be void.

## 2.11 Entire Agreement

These Terms (including any documents incorporated here by reference) constitute the entire agreement between you and BSC concerning its subject matter, and it supersedes any other prior or contemporaneous agreements or terms, written or oral.

## 2.12 Force Majeure

Neither BSC nor you will be liable for inadequate performance under these Terms to the extent caused by events beyond the reasonable control of a party, which may include denial-of-service attacks, internet disturbance, strikes, riots, pandemics or epidemics, natural disasters, acts of God, war, terrorism, and governmental action.

## 2.13 Governing Law and Jurisdiction

These Terms will be governed by and construed by the laws of the State of Montana, USA, exclusive of its choice of law principles. You agree that in the event of a dispute, any action at law or in equity arising out of or relating in any way to these Terms or your use of the Services will be filed only in the state or federal courts located in Helena, Montana, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts to litigate any such action. You further agree that any such claims will be brought solely on an individual basis and not as part of any class, consolidated, or representative capacity.