



Hosting

Hosting Terms of Service

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Table of Contents

1	Account Terms	3
2	Trial Period	4
3	Service Payment, Refunds	5
4	Product Licenses	6
5	Cancellation and Termination	7
6	Modifications to the Service and Prices	8
7	Copyright and Content Ownership	9
8	General Conditions	10



Blended Perspectives Inc. offers a web-based hosting service of various software packages in exchange for payment. Support is billed separately so you pay for what you actually need. A time-limited free trial is offered.

By using the any blendedperspectives.com web site and any arising instance (collectively known as "Service"), a facility offered by Blended Perspectives, Inc ("Blended Perspectives"), you are agreeing to be bound by the following terms and conditions ("Terms of Service"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU PERSONALLY WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, ITS AFFILIATES AND ALL USERS WHO ACCESS OUR SERVICES THROUGH YOUR ACCOUNT TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY, ITS AFFILIATES AND USERS ASSOCIATED WITH IT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Blended Perspectives reserves the right to make to change these Terms of Service from time to time without notice. Any new features that augment or enhance the current Service shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: <http://www.blendedperspectives.com/hosting-terms-of-service/>

Violation of any of the terms below may result in the termination of your Account. While Blended Perspectives prohibits such conduct and Content on the Service, you understand and agree that Blended Perspectives cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.



1 Account Terms

1. You must be 13 years or older to use this Service.
2. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
3. You must register an account in order to use gain access to a Trial or Paid Account.
4. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
5. You are responsible for maintaining the security of your account and password. Blended Perspectives cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
6. You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have accounts under your account).
7. One person or legal entity may not maintain more than one free Trial.
8. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction or those of the country of Canada or the Province of Ontario, Canada. (This includes but is not limited to copyright or trademark laws).



2 Trial Period

1. Blended Perspectives provides free access for 14 days during your trial period. At any time during your trial you may upgrade to a paid plan.
2. You are not required to provide billing details to start a trial. By submitting payment details you authorize Blended Perspectives to transition you to a paid plan and begin billing you.
3. At the end of your trial, if your Service has not been converted to a paid plan, your Service will suspended and data archived. We will contact you to establish whether to delete your data or convert your Service. If we don't hear from you within 30 days we reserve the right to delete our archive associated with your instance. If deleted, your data becomes irretrievable.

3 Service Payment, Refunds

1. To be on a paid plan you must provide payment details. All paid plans must enter either (i) a valid credit card or (ii) an accepted acknowledgement receipt and intention to pay an invoice. Only customers based in Canada and the United States of America may pay by invoice. Trial accounts are not required to provide payment details. Blended Perspectives reserves the right to mandate pre-payment.
2. **The Service is billed in advance on a monthly or yearly basis and is non-refundable. There will be no refunds or credits for partial months of service, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.**
3. Unless stated otherwise, all advertised fees are exclusive of taxes, levies, or duties imposed by taxing authorities. You shall be responsible for payment of all such taxes, levies, or duties.



4 Product Licenses

1. Blended Perspectives equips trial accounts with free Evaluation Licenses suitable for you to test our platform. These Evaluation Licenses have a limited lifespan. Atlassian Products require a current paid license to start use beyond trial.
2. Blended Perspectives Sales will gladly help you purchase or acquire licenses for Products and Add Ons where needed. Atlassian Product Licenses are valid for multiples of 1 year. Atlassian grants free licenses to Community organizations for non-profits, Open Source and other community organizations. See <http://www.blendedperspectives.com>
3. While Blended Perspectives does not mandate that you renew your license on expiry, we do certainly advise you keep up your maintenance status. In the event of needing Atlassian's Legendary Support, Atlassian will validate your license before they provide help. Further, upgrades are not possible past the date of expiry. See our Hosting FAQ for details.
4. The provision and maintenance of a valid license is ultimately Your responsibility.



5 Cancellation and Termination

- 1. You are solely responsible for properly canceling your account. An email to cancel your account will suffice.**
2. All of your Content will be immediately deleted from the Service upon cancellation. This information can not be recovered once your account is cancelled. Blended Perspectives does not accept any liability for loss once cancelled.
3. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.
4. Blended Perspectives, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Blended Perspectives service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. Blended Perspectives reserves the right to refuse service to anyone for any reason at any time.



6 Modifications to the Service and Prices

1. Blended Perspectives reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
2. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Blended Perspectives Site (<http://hosting.blendedperspectives.com>), via email or in the Service itself.
3. Blended Perspectives shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.



7 Copyright and Content Ownership

1. We claim no intellectual property rights over the material you provide to the Service. The materials uploaded remain yours. However, by setting your instance to be viewed publicly, you agree to allow others to view your content.
2. Blended Perspectives does not pre-screen content, but Blended Perspectives and its designee have the right to refuse or remove any content for legal reasons.
3. You shall defend Blended Perspectives against any claim, demand, suit or proceeding made or brought against Blended Perspectives by a third party alleging that Your Content, or Your use of the Service in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Blended Perspectives for any damages finally awarded against, and for reasonable attorney's fees incurred by, Blended Perspectives in connection with any such claim, demand, suit or proceeding; provided, that Blended Perspectives (a) promptly gives You written notice of the claim, demand, suit or proceeding; (b) gives You sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that You may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases Blended Perspectives of all liability); and (c) provides to You all reasonable assistance, at Your expense.
4. The look and feel of the Service is copyright ©2013 Blended Perspectives Inc. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, JavaScript, or visual design elements or concepts without express written permission from Blended Perspectives.



8 General Conditions

1. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
2. By holding a valid license to Atlassian Software you are entitled to Atlassian's Legendary Support for free.
3. Support by Blended Perspectives and any infrastructure partner we designate **is provided on a for-fee, Time and Materials Basis**. We recommend holding a credit balance for Support Hours to avoid delays in helping you. Our Support service is primarily available in English, however, at times we may be able to additionally provide support in Spanish.
4. You understand that Blended Perspectives uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
5. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Blended Perspectives, or any other Blended Perspectives service.
6. You may use Blended Perspectives subdomains (e.g., yourname.wikihosted.com, yourname.trackerhosted.com) solely as permitted. You may not use Blended Perspectives subdomains in violation of Blended Perspectives's trademark or other rights or in violation of applicable law. Blended Perspectives reserves the right at all times to reclaim any Blended Perspectives domain or subdomain without liability to you.
7. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Blended Perspectives.
8. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
9. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Blended Perspectives customer, employee, member, or officer will result in immediate Service termination.



10. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
11. You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.
12. You must not transmit any worms or viruses or any code of a destructive nature.
13. If your bandwidth usage significantly exceeds the average bandwidth usage (as determined solely by Blended Perspectives) of other Blended Perspectives customers, we reserve the right to immediately disable your account or throttle your file hosting until you can reduce your bandwidth consumption.
14. Blended Perspectives does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected. However, we do pride ourselves on our ability to provide excellent service.
15. You expressly understand and agree that Blended Perspectives shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Blended Perspectives has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.
16. The failure of Blended Perspectives to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Blended Perspectives and govern your use of the Service, superseding any prior agreements between you and Blended Perspectives (including, but not limited to, any prior versions of the Terms of Service). You agree that these Terms of Service and Your use of the Service are governed under the laws of Canada and the Province of Ontario.
17. Questions about the Terms of Service should be sent to support@blendedperspectives.com



18. If you are a government user or otherwise accessing or using any Blended Perspectives service in a government capacity, this [Amendment to Blended Perspectives Terms of Service](#) shall apply to you.
19. Atlassian Software and other components we provide access contain various Open Source and proprietary licenses.