Service Terms Agreement

POLICIES AND TERMS

ON THIS PAGE

DOWNLOAD



31 Jan 2020

IMPORTANT - Please read carefully.

This **Service Terms Agreement** ("Agreement") is a binding legal document between Brikit and You, which you accept by purchasing a Service.
If you do not agree to this agreement, then do not pay for or use the Service.

Service Terms Agreement

"Service" is the work performed by Brikit under a service package or service punchcards offered on https://www.brikit.com. "You" means you, the organization or individual that purchased the Service. "Brikit" means Brikit Inc. of PO Box 6320, Portland, OR 97228, USA.

By remitting payment or purchase order for any portion of the fees for the Service, or by installing or using any of the Service, You agree to be bound by this Agreement. If You do not agree to this Agreement, then do not pay for or use the Service.

The "Agreement" also includes any Brikit policies or documents referenced in this document, including Brikit's Privacy Policy at https://www.brikit.com/display/brikit/Privacy+Policy .

From time to time, Brikit may modify this Agreement, including any referenced policies and other documents. Any modified version will be effective at the time it is posted, and will apply to any Service paid for after the time of posting.

Scope of Service

Brikit will provide the purchased Service as described on the page where the Service where the service is offered.

Cost and Payment

Service prices are stated in the Service Descriptions section below.

Payment must be received in advance of Service. Acceptable forms of payment include: credit card, check, and bank transfer. Refunds will be granted up to 30 days from purchase, provided Service has not commenced.

Travel

No travel is included. Service will be performed remotely by Brikit.

Term and Expiration

Each Service Punchcard is valid for 60 days from date of purchase, with new punchcard purchases resetting the 60-day period for any *unexpired* previously purchased Punchcard. Unused Punchcard time cannot be refunded after 60 days from purchase.

This Agreement will terminate one year after completion of the last Service or Theme Package annual maintenance contract.

Work for Hire

Except for extensions to Brikit products (which become part of the product, owned by Brikit) or the Confluence Universal Wiki Converter ("UWC", which become part of the UWC project, licensed by Atlassian), or unless otherwise agreed in writing, the Service will be provided as "work made for hire." For clarity, themes created under a Theme Package are work made for hire.

Use of Brikit products, Atlassian products, and the UWC are governed solely by the terms of their respective End-User License Agreements.

No Warranty

Brikit neither guarantees, warrants, nor makes any representations as to the correctness or completeness of the Service or its suitability to any particular purpose, and no liability, contingent or otherwise is accepted by Brikit for errors or omissions.

Limitation of Liability

Without limitation, Brikit will not be liable for any loss, damage, cost, expense, or other claim (including consequential damages and loss of profits) in relation to the Service.

Nondisclosure

If You have entered a separate Nondisclosure Agreement with Brikit, that agreement governs nondisclosure obligations in lieu of this section.

"Confidential Information" means any information, technical data, or know-how relating to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing, finances, or other area which is designated in writing to be confidential or proprietary, or if given orally, is confirmed within seven (7) days in writing as having been disclosed as confidential or proprietary.

Brikit and You agree not to use Confidential Information received by the other party for any purpose except to provide the Services. Neither party will disclose the Confidential Information of the other party to third parties, or to its employees unless required to provide the Service. Each party agrees that it will take all reasonable steps to protect the secrecy of, and avoid disclosure or use of, Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of unauthorized persons. Each party agrees to notify the other party in writing of any misuse or misappropriation of the other party's Confidential Information which may come to its attention.

Each party agrees that, in addition to any other remedies that may be available, the other party shall be entitled to obtain injunctive relief against the threatened breach of this section or the continuation of any such breach, without the necessity of proving actual damages.

Any Confidential Information, including copies, which have been disclosed by the other party will be returned or destroyed within thirty (30) days after the completion of the Service, or at the written request of the disclosing party.

Governing Law and Exclusions

Applicable Law

This Agreement are governed by the laws of Washington State, USA, and You and Brikit irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of King County, Washington.

Arbitration

Except in circumstances where a party seeks urgent injunctive relief, before commencing any court proceedings, if any disputes arises under this Agreement the parties will negotiate in good faith to resolve the dispute and if the dispute has not been resolved within sixty (60) calendar days by the relevant parties using their best efforts to resolve the dispute, the dispute will be referred to arbitration and determined under the Rules of Arbitration of the International Chamber of Commerce (RAICC) by one or more arbitrators appointed in accordance with the RAICC, with any hearings to be held in Seattle, Washington, United States of America.

Entire Agreement and Severability

This Agreement is the entire agreement between You and Brikit relating to the Service and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Service or any other subject matter covered by this Agreement. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the remaining provisions shall continue in full force and effect.