

Terms of Service

Last Updated: April 2, 2019

Introduction

These Terms of Service (“Terms” or “Agreement”) are a contract between you (the Customer) and us (“Unbounce” or “we”). They describe the services provided when you sign up for an account with us, define aspects of our business relationship, and set forth the terms and conditions that apply to your access to and use of the websites, products, and services owned and operated by Unbounce Marketing Solutions Inc. Using our Subscription Services or signing up for a Free Account/Free Plan indicates agreement with, and acceptance of, these Terms.

This is a legal contract, so if you are entering into this agreement on behalf of a company, government agency, organization, or other legal entity, you represent that you have the authority to bind such entity to these Terms. (In this case, “you” and “your” would then refer to the entity.)

We will not knowingly accept this Agreement from anyone under the age of sixteen (16) years, or who lacks the capacity to understand these Terms. Neither will we knowingly collect their Personal Data or Information, as defined below.

When you accept this Agreement, you are also agreeing to our [Privacy Policy](#) and our [Acceptable Use Policy \(AUP\)](#), which form part of these Terms. These Terms, the Privacy Policy, and our AUP may be amended at any time, with or without notice or notification, so we recommend periodically reviewing them, as continued use of the Site and/or Services indicates acceptance of the latest version of each. We also suggest printing or saving a local copy of these Terms, the Privacy Policy, and the AUP for your records.

General Terms

Account: An Account is created when an individual, company, or other entity, or any representative of such, signs up to the Unbounce platform with a username and password. Accounts may contain Content, Materials, pages, popups, sticky bars, and other features Unbounce may add from time to time. Accounts can either be free (called “Free Plans” or “Free Accounts”) or paid Subscriptions.

Account Owner: The person company, corporation, organization, or other entity whose name appears on the credit card that pays for the Unbounce Subscription.

Add-On: Client sub-accounts, users, domains, and other features we may develop in the future that you have the option of adding to your Account based on Subscription level, which may or may not include an additional fee.

Aggregated Data: Data that does not contain Personal Data and which has been manipulated or combined to provide generalized, anonymous information.

Agreement: These Terms of Service and any materials, contracts, conditions, or other documents referenced or linked to herein, without limitation.

Beta Test: May include, but is not limited to, alterations to the Services, modifications to how the Services are offered or provided, and changes to the software; usually designed to test for bugs, usability issues, or to evaluate user experience.

Cancellation/Downgrade to Free: Removing subscription fees and paid features from an Account.

Claims: An assertion of entitlement to monetary, proprietary, or other judicially-enforceable redress.

Commercial Electronic Messages: Emails containing newsletters, blogs, and other marketing materials.

Commercial Partners: A company with which Unbounce has established a professional relationship, via a partnership contract or other legally binding agreement.

Confidential Information: Any information marked confidential, identified as confidential at the time of disclosure, or that ought reasonably to be considered confidential, whether received in writing, visually, electronically, or orally. Confidential information includes, but is not limited to: technical information, marketing and business plans, databases, specifications, formulations, tooling, prototypes, sketches, models, drawings, procurement requirements, engineering information, samples, computer software (source and object codes), forecasts, identity of or details about actual or potential Customers or projects, techniques, inventions, discoveries, know-how and trade secrets.”Confidential Information” also includes all such business or technical information of any Third Party that is in Unbounce’s possession.

Content: Includes but is not limited to text, images, logos, documents, HTML, Javascript, CSS, and other codes and intellectual property that are either open-source or owned by or licensed to you, and that you have added to your Account.

Customer: Any person, organization, or other entity that has signed up for an Account, at any level.

Customer Goods: Products or services owned and sold by our Customers.

Feedback: Comments received orally, in writing, or electronically, from current, past, or potential Customers. Feedback may include (but is not limited to) ideas, suggestions, concepts, processes, techniques, questions, answers, codes/scripts, and other comments related to our Services, the Site, features, customers, Customer Support, documentation, our business, affiliates, partners, licensors, or employees.

Hosted Site: Any website hosted by us for you as part of the Services.

Inactive User: An Unbounce Account owner, on a Free Plan/Free Account, who has not logged in for twelve (12) months.

Indemnified Parties: Unbounce, its subsidiaries, affiliates, co-branders, licensors, all third-party advertisers, technology providers, service providers or other partners, and each of their respective officers, directors, agents, shareholders, employees, and representatives.

Licensors: Any company, individual, or other entity from which Unbounce has licensed the use of its hardware, software, services, or other products and intellectual property.

Materials: Anything provided by or through Unbounce, its affiliates, subsidiaries, employees, agents, licensors, or other commercial partners including, but not limited to, software, informational text, documentation, design of and “look and feel,” layout, photographs, graphics, audio, video, messages, interactive and instant messaging, design and functions, files, documents, images, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof.

Monitor/Monitoring: Oversight into Customer behavior (including but not limited to how the Site and Services are being used and the Content added to Accounts), examination of traffic to specific pages, the functioning of the Site and Services, and other investigatory processes as needed, whether conducted via software/electronically or by Unbounce employees.

Page Builder: Unbounce’s page creation and editing platform, where your pages, popups, and sticky bars are constructed.

Personal Information/Personal Data: Information about an identifiable individual, as defined in British Columbia’s Personal Information Protection Act [SBC 2003] Chapter 63 and General Data Protection Regulation (GDPR) Article 4.

Profile/Profile Information: All information in the “Your Profile” section of the application, including, but not limited to, full name, email address, password, profile picture, newsletter features, and subscription level.

Providing Services: Access to and support for the Unbounce platform, including the Page Builder, Page Overview, and other features available within each Subscription/Account level.

Sensitive Information: Credit or debit card numbers; personal financial information; Social Security/Social Insurance Numbers; passport numbers; driver’s license numbers or similar identifiers; racial or ethnic origin; religious affiliation; sexual orientation; physical or mental health condition or information; biometric information; political affiliation; membership in a union; or other

employment, financial or health information, including any information subject to regulations, laws, or industry standards designed to protect data privacy and security.

Services: The Unbounce platform/application, and all features therein, including but not limited to: Unbounce's application program interface (API), lead collection, storage, and transfer capabilities, and the ability to create, publish, and A/B test customizable landing pages, websites, popups, and sticky bars.

Site: The Unbounce website (www.unbounce.com), unbouncepages.com, and all subdomains and sub-directories therein.

Subscription: A Subscription to Unbounce encompasses access to paid features, and begins with a free trial.

Subscription Period: The thirty day or annual period between billings.

Third Party: Any organization or person, other than you or Unbounce. This includes, but is not limited to: CRM/CMS systems, email marketing software, billing and shopping cart/check-out platforms, PPC conversion tracking codes, analytics and other tracking software, non-Unbounce forms, file hosting/sharing platforms, and any organization or person with which you or Unbounce conducts business or integrates.

Trial Period: The period of a new Subscription, prior to billing, wherein you have access to paid features for free for a limited time. You agree that you will not create additional Accounts for the purpose of obtaining additional Trial Periods.

Trial Program: A temporary, free release of a new feature that may later be added to a Subscription for an additional fee.

User ID: Your Unbounce username and password, which may include the email address under which your Account was created.

Your Customers: The visitors who access your Unbounce page(s) and may or may not purchase your products or services or complete your conversion goal. This agreement does not apply to, or bind, any Third Party.

Your Profile Information and Account

Your User ID is the only way to log in and access your Account. You understand and agree that you are responsible for maintaining the confidentiality of your User ID. You agree to provide true, accurate, current, and complete information about yourself, or the entity you represent, and you agree not to misrepresent your Profile Information. Unbounce is not responsible for any Profile Information that may be lost or irrecoverable through the use of the Site or Services.

For as long as you remain the Account Owner and in compliance with this Agreement, you have the right to access and use the Services. This right is non-transferable, and you agree not to disclose your User ID to any Third Party. You are solely responsible for all activities that occur within your Account. If you become aware of any unauthorized use of your Account or Profile Information, you are responsible for notifying Unbounce immediately. It is your responsibility to update or change any Account or Profile Information, as needed or desired.

Billing information can be updated from within your Account, and may only be changed by the Account Owner. Unbounce disclaims all liability where Account ownership is disputed, and will not participate or play any role in such disputes. Unbounce will automatically charge the credit card on file; should the billing information be changed, the new credit card will be charged. If an updated credit card is under a different name, the owner of the updated card becomes the Account Owner. Unbounce will not change your billing information for you, under any circumstances, and will not be held responsible if an unauthorized party accesses your Account or changes your billing details. Unbounce does not see or store full credit card numbers at any time.

Fees and Renewals

You agree to pay all Subscription fees, including but not limited to: fees based on Add-Ons, traffic to your pages, and number of pages, popups, and sticky bars in your Account and all sub-accounts.

Unless otherwise specified in a Subscription, such fees will be billed in advance for each month and are non-refundable. You agree that you may not be refunded or credited for partial months of service, or for periods in which your Account remains open but you do not use the Services. If you exceed any usage or fee thresholds set forth in your Subscription, we may charge you for such overages on your next invoice.

We reserve the right to modify our billing rates at any time upon thirty (30) days written notice by posting these fee changes to the Site or by notifying you via email. Should you continue to use the Services after these changes go into effect, you will be responsible for paying the new Subscription/billing rate.

By entering a credit card number, you agree that Unbounce, and our Third Party service providers, may store your payment card information. You expressly authorize us to charge you, where applicable: (i) Subscription Fees, to be billed during a Subscription Period (ii) other fees for Services purchased, including, but not limited to, Add-Ons (iii) charges for use of the Services in excess of visitor, page, or other limitations, and (iv) taxes connected with your use of the Services.

You agree to reimburse us, where applicable, for all collection costs and interest for any overdue amounts. If the payment card you provide expires and you do not update your payment card information or cancel your Subscription, you authorize us to suspend your Account until your billing details have been updated. After an Account suspension, you agree that we may re-attempt payment processing upon receiving updated billing details.

Term and Renewal

Your paid Subscription is valid for either a monthly or an annual Subscription Period. Your Free Account is valid until such time as you upgrade or request Account deletion (by [sending us an email ticket](#), stating the email address on file and requesting that we delete your Account).

If you upgrade to a higher-level Subscription during the Subscription Period, you will have immediate access to those higher level features. You agree to pay Unbounce the difference between your original Subscription fee and the cost of the upgrade.

If you downgrade to a lower-level Subscription during the Subscription Period, you will receive a credit to your Account representing the difference between your original and your downgraded Subscription costs.

Changes to Subscriptions will be reflected in your next invoice. No credits or refunds will be issued for downgrading from a paid subscription to a Free Account (cancelling).

Your Subscription will automatically renew for an additional Subscription Period unless you cancel (see “Cancellation and Termination” below).

Cancellation and Termination

You may cancel your monthly Subscription at any time, either from within your Account or by [sending us an email ticket](#), stating the email address affiliated with your Account. Should you contact Customer Support to request assistance with Subscription Cancellation or account deletion, Unbounce reserves the right to verify your identity by asking for the last four (4) digits of the credit card on file, the type of card, the billing address, and additional security questions.

To cancel over the phone, you must verify the last four (4) digits of the credit card on file, the type of card, and the billing address, as well as answer a series of security questions.

Changes to annual Subscriptions, including Cancellations, go into effect at the end of the annual Subscription Period. No refunds or credits shall be issued for annual Subscription Cancellations or downgrades, or from switching from an annual to a monthly Subscription before the end of the annual Subscription Period.

Cancellations must be completed at least one (1) day prior to the end of your then-current Subscription Period, whether monthly or annual; otherwise, billing for the next month or year will be processed automatically. Cancellations performed after billing are not entitled to refunds, in whole or in part.

You are responsible for all charges accrued on your Account up to the time of Cancellation, including all fees within the Subscription Period in which you cancel. Upon Subscription Cancellation, you are placed on a Free Account, which Unbounce shall delete within twelve (12) months of the date of Cancellation, unless you re-Subscribe before the end of the 12 month period, or make other arrangements with us to retain your Account and its affiliated Personal Data. Account deletion permanently removes all pages, popups, sticky bars, Content, and leads, as well as your email address and other Personal Data. Unbounce is not responsible for any Content lost as a result of Account deletion. We reserve the right to change our data storage and processing capabilities and procedures at any time, without notice or liability, subject to applicable laws.

Unbounce reserves the right to terminate this Agreement at any time, for any reason, and at our sole discretion, without liability. A reason for such termination may be, but is not limited to, failure to comply with these Terms. Unbounce reserves the right to modify, suspend, or discontinue the Site and/or Services, or any portion thereof, at any time and for any reason, with or without notice.

The sections "Submission of Content", "Intellectual Property Rights", "Confidential Information", "Third Party Sites and Content", "Disclaimer, Exclusion, and Limitation of Liability", "Indemnification", "Waiver of Jury Trial and Class Action Rights", and "Dispute Resolution" will survive any actual or purported termination or expiry of this Agreement and continue in full force and effect.

Acceptable Use and Conduct

Unbounce, and our hosting and data storage provider, place certain limitations on what can be advertised, promoted, and depicted on pages built in, uploaded to, or hosted by Unbounce. These limitations are detailed in our Acceptable Use Policy (AUP). When you agree to these Terms, you are also agreeing to our AUP, found [HERE](#).

Intellectual Property Rights

This section applies to Material and to Feedback, as defined above, and not to Customer leads or to Content.

We value Customer, user, and potential Customer/user Feedback and take it very seriously, and we may, from time to time, solicit Feedback. All Feedback is Unbounce's exclusive property, and no provider of Feedback has a claim to any form of compensation, monetary or otherwise, in exchange for providing it.

We may, in our sole discretion, use, share, or incorporate Feedback in whatever form or derivative we may decide into the Site, our software, Services, documentation, business or other products, without limitation. We retain all rights to such Feedback on a worldwide basis in perpetuity.

All Unbounce Material, as defined in the General Terms, is owned by us or our licensors or service providers, and is protected by copyright, trademark, trade secret, and other intellectual property laws.

For as long as you adhere to this Agreement and maintain a valid Account, Unbounce grants you a non-transferable, non-sublicensable, non-exclusive, revocable, limited purpose right to access and use the Materials.

Submission of Content

You are able to add and upload Content in order to create and edit landing pages, popups, and sticky bars using the Services. You agree that you are solely responsible for all Content you submit, provide, or upload, including any legal or other consequences for submitting, providing, or uploading it.

You grant Unbounce a non-exclusive license to use the Content you upload in order to provide the Services to you, including, but not limited to, troubleshooting and publishing your pages. This use may include, without limitation, the right to host, index, cache, store, or otherwise format your Content.

You further agree that Unbounce may modify, add, and delete any Content added to the Services without liability, and at our sole discretion. Reasons for Content modification or deletion shall include, but are not limited to: malicious or damaging software or corrupted code within the Content, violations of intellectual property law, failure to adhere to our AUP, and for troubleshooting purposes.

You represent to Unbounce that you own any Content you upload, submit, or otherwise add to your Account, or that you have obtained any necessary licenses, rights, consents, and permissions to such Content and activity. As such, you agree that none of the aforementioned Content will in any way violate the copyrights, privacy rights, publicity rights, trademark rights, contract rights or any other intellectual property rights or other rights of any person, business, organization, or entity.

You agree that Unbounce is not responsible for any violations of Third Party intellectual property rights in any Content that you submit, upload, or otherwise add to Unbounce. You further agree to pay all royalties, fees, and any other monies owed relating to the use of such Content.

Unbounce may request access to your Content to use for marketing purposes. You are under no obligation to grant this request, and we will not use your Content in any marketing materials without your prior written permission.

Monitoring

You agree that we may Monitor the Site and Services, including without limitation, any pages created using our Services. We may, where reasonable or necessary, disclose information to satisfy our legal obligations, protect Unbounce or its Customers, or operate or improve the Site or Services.

We reserve the right to Monitor the security and preserve the integrity of our Site, resources, data, Materials, customer content, and intellectual property (yours, ours, and Third Parties'). By using the Services, you agree that we may, with or without prior notice or notification, for any reason, and at our sole discretion, immediately suspend your access to the Services or Site, remove and/or request that you remove pages, popups, sticky bars, and Content, and/or terminate this Agreement. Reasons for removing Content or pages, popups, or sticky bars, or requesting their removal, may include, but are not limited to, security threats, intellectual property violations, attempts (whether or not successful) to access unauthorized data or other Material or Content, or the presence of Content, pages, popups, or sticky bars that in any way violate these Terms (including the Privacy Policy and AUP) or place Unbounce, our Customers, business, affiliates, partners, or licensors at risk, as determined solely by us. Suspension of use and access is not a breach of this Agreement by Unbounce, and your Account/Content/pages may be reinstated when the threat or risk has been remedied, at our sole discretion. Unbounce disclaims all liability for suspending the Site or Services, removing or requesting the removal of Content, pages, popups, or sticky bars, or terminating this Agreement, and you have no claim to any form of compensation or damages arising from such action.

Aggregate Data

You agree that Unbounce may gather and publish anonymous, Aggregate Data, based on your, your visitors', and Your Customers' use of the Site or Services. This data will not incorporate any Personal Information.

Where you choose to use or connect Third Party services with your Account, you agree that Unbounce may share your lead data with these designated Third Parties, without liability. You are fully responsible for the Personal Data you choose to collect, store, and share, and you agree to abide by all applicable laws within your jurisdiction.

Unbounce does not sell the lead data you collect with Unbounce to Third Parties.

Beta Test

From time to time and at our sole discretion, we may initiate Beta Tests. We may implement, run, suspend, or terminate a Beta Test at any time without notice or liability, and do not guarantee that a tested product, service, modification, upgrade, or other adjustment to the Site, Services, or means of providing the Services, will become part of the Services. We may deliver (and subsequently cease delivering) a Beta Test to all or any subset of Unbounce Account holders at our discretion without prior permission at any time. If we decide to incorporate a tested product or service into the Unbounce platform, we may adjust our prices accordingly. Unbounce accepts no liability for any consequences resulting from, or related to, your participation in a Beta Test.

Trial Program

From time to time and at our sole discretion, we may offer you the opportunity to try a new product or service for free for a limited time. Before the end of the Trial Program, you must decide whether you would like to continue using the new feature, should we choose to offer it. Whether we introduce a Trial Program feature into the Services generally, and if so, whether we charge an additional fee to access the feature, is at our sole discretion. If we charge a fee for its use and you purchase the trialed product or service, we may add it to your monthly invoice to be billed automatically until you choose to remove the Add-On or Cancel your Subscription. If you do not purchase the product or service by

the end of the Trial Program, you will not be billed for it (normal Subscription rates will apply), and that feature will no longer be available to you.

You agree to comply with any additional terms, restrictions, or limitations connected to any Trial Program. You may not sign up for multiple Accounts in order to receive additional Trial Program benefits. We may terminate or suspend a Trial Program at any time without notice or liability, and in our sole discretion, and we reserve the right to adjust pricing relative to any service or product offered through a Trial Program. We are not responsible or liable for any adverse impact caused by or connected with a Trial Program.

Commercial Platform

You have the option of using Unbounce as a commercial platform, including, but not limited to, incorporating links to purchasing pages and embedding Third Party payment processing tools. Unbounce does not offer payment processing tools as part of the Services, and will not perform payment processing for Your Customers on your behalf. These transactions are entirely between you, Your Customers, and any other applicable Third Party, and we are not in any way liable or responsible for them.

Third Party payment services that you choose to link to, embed, or otherwise incorporate into your Account are governed solely by the Third Party's terms of use and privacy policies. We are not responsible for actions taken by any Third Party service provider, or for changes to their terms or policies.

When using Unbounce to offer or sell products or services, you agree to comply with the following:

(a) You may not offer or sell illegal or potentially illegal Customer Goods, including, but not limited to, those that are counterfeited, stolen, or fraudulent. Customer Goods offered or sold using the Site and/or Services must comply with all applicable laws, including, without limitation, export control laws.

(b) You may not offer or sell any Customer Goods that violate our AUP. This includes, but is not limited to, products that depict or promote child pornography, are obscene or defamatory, or that violate privacy rights or intellectual property law.

(c) You may not use the images or names of any Third Party (including notable personalities or celebrities) when offering or selling Customer Goods without first obtaining that Third Party's permission.

Unbounce may remove, or request that you remove, any pages, popups, sticky bars, or Content that violate this section or the AUP.

Collection of Personal Information

If you use the Services to collect, store, use, or disclose Sensitive or Personal Information about identifiable individuals, you agree only to do so in accordance with applicable law. You agree to take all measures to protect the privacy and legal rights of individuals whose information you collect, and to provide them with a legally sufficient privacy notice or policy. If you are provided with Sensitive or Personal Information, you must disclose that this Information is being collected and clearly explain the reason for its collection and how the Information will be used. If you store Personal or Sensitive Information, you must do so securely, and in accordance with applicable law.

YOU AGREE TO INDEMNIFY UNBOUNCE AND HOLD US HARMLESS FOR ANY FAILURE TO COMPLY WITH THE FOREGOING, OR FOR ANY CLAIM MADE AGAINST UNBOUNCE BY ANY THIRD PARTY RELATED TO YOUR USE OF THE SERVICES TO COLLECT, STORE, OR USE PERSONAL OR SENSITIVE INFORMATION.

Confidential Information

You agree not to disclose verbally, electronically, in writing, or in any other manner any Confidential Information that you have acquired or learned during the term of this Agreement or following the expiration or termination of this Agreement.

Third Party Sites and Content

You are responsible for knowing and adhering to your jurisdictional anti-spam laws. In jurisdictions where consent is required before sending email or electronic transactions to email accounts, you are responsible for obtaining that consent.

Certain features of the Site or Services, when activated, may require that Unbounce send an email to you, Your Customers, or any other Third Party on your behalf. At present, these include the following features: “Email Me New Leads,” “Download a Page”, “Upload an Unbounce Page”, “Generate Leads CSV”, “Get Traffic Usage Report”, and “Invite New User”. (These may be modified at any time, with or without notice or notification, and we reserve the right to add features that include email notification functionality.) Because you must enable or engage these features in order to use them, you are responsible for any communications that follow. You agree that Unbounce remains a disinterested third party to any such electronic communication completed using the Site and/or Services. You hereby agree to indemnify us and hold us harmless for any failure to have or obtain all necessary consents regarding the receipt of electronic communications, email, or commercial electronic messages.

You acknowledge and agree that Unbounce is not responsible or liable for any Third Party content linked to from the Site or Services. This includes but is not limited to accuracy, integrity, quality, usefulness, legality, safety, and intellectual property rights. The inclusion of such linked content in no way indicates endorsement by, or association with, Unbounce.

You agree that Unbounce is not responsible or liable for any alleged or real damages or losses incurred through the use of Third Party content, goods, or services. Your use of Third Party content is solely at your own risk.

Disclaimer, Exclusion, and Limitation of Liability

UNBOUNCE MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, OR ACCURACY OF THE SITE, SERVICES, OR DATA MADE AVAILABLE FROM THE SERVICES. YOUR USE OF THE SITE OR SERVICES, AND ALL CONTENT, MATERIAL, AND THIRD PARTY SOFTWARE AND CONTENT ARE AT YOUR SOLE RESPONSIBILITY AND RISK. THE SITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

UNBOUNCE DISCLAIMS ANY WARRANTY THAT THE SITE, THE SERVICES, OR ANY CONTENT, INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY SOFTWARE AND CONTENT, WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, SERVICES, AND SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU AGREE THAT FROM TIME TO TIME UNBOUNCE MAY REMOVE THE SITE OR CEASE PROVIDING THE SERVICES FOR INDEFINITE PERIODS OF TIME WITHOUT PRIOR NOTICE OR NOTIFICATION. YOUR ACCESS TO AND USE OF THE SITE AND SERVICES MAY BE INTERRUPTED OR SUSPENDED FROM TIME TO TIME FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, EQUIPMENT MALFUNCTIONS, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITE OR SERVICES, OR OTHER ACTIONS THAT UNBOUNCE, IN ITS SOLE DISCRETION, MAY ELECT TO TAKE. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT ENTITLED TO DAMAGES OR ANY OTHER FORM OF COMPENSATION OR RELIEF WHEN OUTAGES, DELAYS, DOWNTIME, MALFUNCTIONS, SECURITY OR SYSTEM BREACHES, OR OTHER INTERRUPTIONS OF SERVICE OCCUR.

UNBOUNCE MAKES NO GUARANTEE REGARDING: (A) THE NUMBER OF VISITORS, VIEWS, OR CONVERSIONS ON ANY OF YOUR PAGES, POPUPS, OR STICKY BARS; OR (B) THE COMPATIBILITY OF ANY SOFTWARE, HARDWARE, OR CONTENT WITH THE SITE OR SERVICES. YOU ARE NOT ENTITLED TO

COMPENSATION, REFUNDS, CREDITS, DAMAGES OR ANY FORM OF RELIEF SHOULD THE SITE OR SERVICES NOT MEET YOUR EXPECTATIONS.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR CONTENT IS COMPATIBLE WITH THE SITE AND/OR SERVICES. UNBOUNCE DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY UNAUTHORIZED USE OF YOUR CONTENT BY THIRD PARTIES OR OTHER USERS OF THE SITE OR SERVICES, AND IS NOT RESPONSIBLE FOR PROTECTING YOUR CONTENT.

UNBOUNCE IS NOT RESPONSIBLE FOR THE ACTS, OMISSIONS, OR FAILURES OF ANY THIRD-PARTY CONTENT, SERVICE, NETWORK, OR SOFTWARE OR HARDWARE PROVIDER, INCLUDING BUT NOT LIMITED TO, INTERNET SERVICE PROVIDERS, HOSTING SERVICES USED BY UNBOUNCE, TELECOMMUNICATIONS PROVIDERS, CONTENT PROVIDED BY OTHER USERS, OR ANY SOFTWARE OR HARDWARE NOT PROVIDED BY UNBOUNCE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, LANDING PAGES, POPUPS, STICKY BARS, AND LEADS CSV FILES, IS DONE AT YOUR OWN DISCRETION AND RISK. YOU AGREE THAT YOU, SOLELY, ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE, AND/OR FOR ANY LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER COMMUNICATED ORALLY OR IN WRITING, FROM UNBOUNCE EMPLOYEES, OR VIA THE SITE OR SERVICES, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

THE SITE AND SERVICES ARE OFFERED AND CONTROLLED BY UNBOUNCE FROM ITS FACILITIES IN CANADA. UNBOUNCE MAKES NO REPRESENTATIONS THAT THE SITE OR SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SITE OR SERVICES FROM OTHER JURISDICTIONS DO SO AT THEIR OWN RISK AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

YOU AGREE THAT NEITHER UNBOUNCE NOR ITS OWNERS, OFFICERS, DIRECTORS, AFFILIATES, CONTRACTORS, LICENSORS, EMPLOYEES OR AGENTS, WILL BE HELD LIABLE TO YOU OR ANY THIRD

PARTY ACTING ON YOUR BEHALF, FOR ANY TANGIBLE OR INTANGIBLE DAMAGES OR LOSSES ARISING FROM OR RELATING TO: THIS AGREEMENT, YOUR USE OF OR INABILITY TO USE THE SITE OR SERVICES, OR YOUR USE OF THIRD PARTY MATERIALS, CONTENT, OR SERVICES.

UNBOUNCE WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES, LIABILITIES, LOSSES, OR OTHER CONSEQUENCES THAT YOU MAY INCUR IN THE EVENT THAT THE SITE AND/OR SERVICES ARE MODIFIED, SUSPENDED OR DISCONTINUED.

IN NO EVENT SHALL UNBOUNCE'S AND ITS AFFILIATES', REPRESENTATIVES', OFFICERS', DIRECTORS', STOCKHOLDERS', EMPLOYEES', OR AGENTS' AGGREGATE LIABILITY FOR ALL CLAIMS, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE COST OF CUSTOMER'S SUBSCRIPTION.

Indemnification

You agree to indemnify, defend, and hold harmless the Indemnified Parties, from and against any Third Party claim, demand, loss, damage, cost, or liability (including, reasonable attorneys' fees) (collectively and individually, "Claims") incurred by or made against the Indemnified Parties in connection with any Claims arising out of or relating to this Agreement, the Site or the Services, including but without limitation in relation to: (a) your use, non-use or misuse of, or connection to the Site, the Services, Consumer Goods and any Content, including without limitation your Profile Information and any third party Content forming part of the Site; (b) your violation or alleged violation of this Agreement; and (c) your violation of any rights, including intellectual property rights, of a third party and otherwise as set out herein. Unbounce reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Unbounce and you agree to cooperate with Unbounce's defense of these Claims. You agree not to settle any matter without the prior written consent of Unbounce. Unbounce will use reasonable efforts to notify you of any such Claims upon becoming aware of it.

Waiver of Jury Trial and Class Action Rights

IN ANY DISPUTE ARISING OUT OF OR RELATED TO THE SITE, THE SERVICES, A SUBSCRIPTION AND/OR THIS AGREEMENT, YOU HEREBY EXPRESSLY GIVE UP: (I) YOUR RIGHT TO A TRIAL BY JURY; AND (II) YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INCLUDING, WITHOUT LIMITATION, CLASS ACTION LAWSUITS.

Dispute Resolution

In any dispute between you and Unbounce relating to this Agreement, the Site, or the Services, you agree that the dispute shall be governed exclusively by the laws of the Province of British Columbia, Canada, without regard to its conflict of law provisions.

Except for any claim involving the ownership of intellectual property, all disputes arising out of or in connection with this Agreement will be referred to and resolved by arbitration. The appointing authority will be the British Columbia International Commercial Arbitration Centre. The case will be adjudicated by a single arbitrator and will be administered by the British Columbia International Commercial Arbitration Centre in accordance with its rules. The place of arbitration will be Vancouver, British Columbia, Canada, and the language of arbitration will be English.

Any claim, proceeding, or action that arises under this Agreement involving the ownership of intellectual property shall submit to the exclusive jurisdiction of the courts in Vancouver, British Columbia. However, Unbounce may seek and obtain injunctive relief in any jurisdiction.

You agree that Unbounce may enforce this Agreement through injunctive relief and other equitable remedies, without proof of monetary damages.

You agree that you will not bring a claim under or relating to this Agreement more than twelve (12) months from when your claim first arose.

Severability

If any portion of this Agreement is deemed unlawful, void, or unenforceable by any arbitrator or court of competent jurisdiction, such decision will not invalidate the Agreement as a whole. Only that portion that is unlawful, void, or unenforceable will be stricken from this Agreement.

Waiver of Rights

You agree that if Unbounce does not exercise or enforce a legal right or remedy contained in the Agreement or under applicable law, this is not a waiver of Unbounce's rights. Those rights or remedies will still be available to Unbounce should we choose to exercise them.

Miscellaneous

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

This Agreement replaces and supersedes any other prior or contemporaneous agreement, representation, or discussion, oral or written, and may not be changed except in writing, and signed by us.

Contacting Unbounce

You may contact Unbounce by [sending us an email ticket](#), by telephone at 1-855-435-5151, or by mail at Unbounce Marketing Solutions Inc., 500 – 401 West Georgia Street, Vancouver, BC V6B 5A1, Canada.