

Blast Hero

Terms and Conditions

Blast Hero provides email marketing software and email contact list of promotional product distributors for promotional product industry suppliers. The email marketing product, the email contact list and any related offerings are referred to in these Terms and Conditions of Use as the "Products". Blast Hero's Products may not be used for the sending of unsolicited email (sometimes called "spam"). The following are the Terms and Conditions of Use for access to this web site and use of the Products. By clicking the 'I accept' button on the sign-up page, by logging in to your Blast Hero account or by accessing the Blast Hero services via any API interface, you accept these terms and conditions.

Pricing and Fees. Blast Hero charges a flat monthly fee of \$99.99 for the use of its Products. The Fee includes the use of all available Products and the ability to send up to 10 email blasts per calendar month. The Fee will be charged to your credit card on file once per month on the anniversary of your account each month even if you are Not actively using the Products.

Payment. Payment for Products will be made by a valid credit card accepted by Blast Hero. Fees are payable in U.S. dollars. If the monthly payment option is selected or if you have previously provided your credit card for payment, you hereby authorize Blast Hero to charge your credit card for such amounts on a regular monthly basis on the anniversary of your account. If Blast Hero is for any reason unable to effect automatic payment via your credit card, Blast Hero will attempt to notify you via email and your Blast Hero account will be disabled until payment is received. Amounts paid for the Products are not refundable.

Abuse. We reserve the right to cancel, suspend or revoke any blast on our system that we deem harmful or possibly detrimental to the client or BlastHero. This can happen without notification before or during the send process. We also reserve the right to suspend a client or a blast if the client sends any blasts deemed abusive by BlastHero staff.

List. You may add your own lists to your account for the purposes of sending email campaigns to said list. We reserve the right to edit, delete, make unavailable or temporarily suspend any email list at any time. All lists in excess of 5,000 email addresses must be delivered to BlastHero via email at support@blasthero.com for review and approval prior to importing into the BlastHero system and prior to use for campaign purposes.

Termination. You may terminate this Agreement at any time by emailing Blast Hero Customer Support at support@blasthero.com. There are no refunds for any fees paid.

Subscriber Opt Out. Every email message sent in connection with the Products must contain an "unsubscribe" link that allows subscribers to remove themselves from your mailing list. You acknowledge and agree that you will not remove, disable or attempt to remove or disable the link.

Footers. For every email message sent in connection with the Products, you acknowledge and agree that Blast Hero may add an identifying footer stating "Email Marketing by Blast Hero," "Powered by Blast Hero" or a similar message.

Prohibited Content. Blast Hero prohibits the use of the Products or web site by any person or entity that provides sells or offers to sell any product, service or otherwise any content or material that Blast Hero may find offensive.

Indemnification. You hereby agree to defend, indemnify and hold harmless Blast Hero and its business partners, third-party suppliers and providers, licensors, officers, directors, employees, distributors and agents against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that (i) arises from any alleged breach of this Agreement, (ii) arises from the content or effects of any messages you distribute using the Products, or (iii) otherwise arises from or relates to your use of the Products.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL BLAST HERO OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, INFORMATION PROVIDERS, ACCOUNT PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS "BLAST HERO") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF BLAST HERO SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING, BLAST HERO IS FOUND LIABLE TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION

(WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE), THE MAXIMUM AGGREGATE LIABILITY OF BLAST HERO TO YOU ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE PRODUCTS IN THE ONE MONTH PRIOR TO THE ACCRUAL OF THE APPLICABLE CLAIM, LESS ANY DAMAGES PREVIOUSLY PAID BY BLAST HERO TO YOU IN THAT TWELVE (12) MONTH PERIOD. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.