

Please read these terms of service and our Privacy Policy (together, these "Terms") carefully as they form a contract between the User (You) and Blue Sky Evolution LLC (Us or We) and govern use of and access to the Service(s) and Website by You. In the event of a conflict between these terms of service and Our Privacy Policy, these terms of service shall prevail.

By accessing or using the Service(s) or Website, or authorizing or permitting any User to access or use the Service(s) or Website, You agree to be bound by these Terms. If You are entering into these Terms on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to these Terms for that Entity and representing to Us that You have the authority to bind such Entity and its Affiliates to these Terms, in which case the terms, "You," "Your" or related capitalized terms used herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and may not access or use the Service(s) or Website.

You, as an individual, must be 18 years or older to access or use the Website and the Service(s).

1. Your rights

1.1. These Terms are applicable during your free trial and during Your subscription to the Service(s) through a Service Plan of Your choice.

1.2. Using Our Service(s): Subject to your compliance with the Terms and solely during the Subscription Term, you have the limited, non-exclusive, and revocable right to access and use the service(s) for your business purposes. You shall be responsible for use of the service(s) through your account by any third parties.

2. Your responsibilities

2.1. Your Account: You are responsible for the confidentiality of Your Data and User Login. You should, therefore, not share Your User Login with any third parties. In any event, unless You notify Us of any unauthorized use or suspicious activity in Your Account, You are responsible for all activities that occur under Your Account. We will not be liable for any damage or loss that may result from Your failure to protect Your login information, including Your password.

2.2. Your use of the Service(s): You agree not to a) modify, adapt, or hack the Service(s) or otherwise attempt to gain unauthorized access to the Service(s) or related systems or networks; b) use the Service(s) in any unlawful manner, including but not limited to violation of any person's privacy rights; d) use the Service(s) to send unsolicited communications junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; e) use the Service(s) to store or transmit any content that infringes upon any person's intellectual property rights; f) attempt to decipher, decompile, reverse engineer, disassemble, reproduce, or copy or otherwise access or discover the source code or underlying program of any Software making up the Service(s); g) use the Service(s) to knowingly post, transmit, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; h) use the Service(s) to knowingly post, transmit, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("Malicious Software"); i) try to use, or use the Service(s) in violation of these Terms.

2.3. You shall be responsible for any loss of data or attempted or actual access or use of the Service(s) through Your Account in violation of these Terms.

2.4. If we inform you that a specified activity or purpose is prohibited with respect to the Service(s), you will ensure that you immediately cease use of the Service(s) for such prohibited activity or purpose.

3. Access to the service(s)

3.1. You are responsible for maintaining the network connections that connect You to the Service(s). Your access to and use of the Service(s) may require You to use or maintain specific browser software, security certifications and other procedures that supports protocols used by the Service(s).

3.2. You may not be able to access or use the Service(s) (a) during planned downtime for upgrades and maintenance to the Service(s) (of which We will use commercially reasonable efforts to notify You in advance through Our Service(s)) ("Planned Downtime"), or (b) during any unavailability caused by circumstances beyond Our reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond Our reasonable control (including, without limitation, inability to access the internet), or acts undertaken by third parties, including without limitation, distributed denial of service attacks.

3.3. We will use commercially reasonable efforts to schedule Planned Downtime for weekends and other off-peak hours.

4. Changes to the service(s) and website

4.1. Our Service(s): We may update the Service(s) from time to time and You may receive notifications of such upgrades, enhancements or updates ("Updates"). Any new or modified features added to or augmenting or otherwise modifying the Service(s) or other updates, modifications or enhancements to the Service(s) are also subject to these Terms and We reserve the right to deploy Updates at any time.

4.2. Website: We may also change content on Our Websites at any time. We may discontinue or change any part of Our Website, that does not affect the Service(s), without notifying You.

5. Billing, plan modifications and payments

5.1. Subscription Charges: Except during Your free trial, all charges associated with Your Account ("Subscription Charges") are due in full and payable in advance, in accordance with Section 9.2, when You subscribe to the Service(s), unless agreed upon in writing elsewhere.

5.2. Payment methods: You may pay the Subscription Charges through Your credit card, or other accepted payment method as specified. For credit card payments, Your payment is due immediately upon Your receipt of Our invoice. You hereby authorize Us or Our authorized agents, as applicable, to bill Your credit card upon Your subscription to the Service(s) (and any renewal thereof). For payments through other accepted methods, Your payment is due within thirty (30) days of Our invoice date unless otherwise stated in a Form.

5.3. Renewal: Your subscription to the Service(s) will renew automatically for a Subscription Term equivalent in length to the then expiring Subscription Term. The Subscription Charges applicable to Your subscription to the Service(s) for any such subsequent Subscription Term shall be Our standard Subscription Charges for the Service Plan to which You have subscribed as of the time such subsequent Subscription Term commences. You acknowledge and agree that, unless You terminate Your Account in accordance Section 6, Your credit card will be charged automatically for the applicable Subscription Charges.

5.4. We may use a third party service provider to manage credit card and other payment processing; provided, that such service provider is not permitted to store, retain or use Your payment account information except to process Your credit card and other payment information for Us. You must notify Us of any change in Your credit card or other payment account information, either by updating Your Account or by e-mailing Us at billing@blueskyevo.com

5.5. Refunds: Unless otherwise specified in these Terms or a signed contract or a Service Plan, all Subscription Charges are nonrefundable. No refunds shall be issued for partial use or non-use of the Service(s) by You.

5.6. Late Payments/Non-payment of Subscription Charges: We will notify You if We do not receive payment towards the Subscription Charges within the due date for Your Account. We must receive payments due within a maximum of fifteen (15) days from the date of Our notice. If We do not receive payment within the foregoing time period, in addition to Our right to other remedies available under law, We may suspend Your access to and use of the Service(s) until We receive Your payment towards the Subscription Charges as specified herein and/or; (iii) terminate Your Account in accordance with Section 9.2.

5.7. Upgrades and Downgrades: You may upgrade or downgrade within a Service Plan or between two Service Plans. You understand that downgrading may cause loss of features, as available to You before downgrading Your Account. We will not be liable for such loss. When You downgrade, the new Subscription Charges become applicable at the expiration of the current Subscription Term. Upon upgrade, the new Subscription Charges for the subsisting Subscription Term would be charged on pro-rated basis.

5.8. Applicable Taxes: Unless otherwise stated, the Subscription Charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). You are responsible for paying the Taxes that would be levied against You by government authorities. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

5.9. User Benefits: We may, at Our sole discretion, offer You certain benefits such as discounts on Subscription Charges, extension in Subscription Term for no extra payments from You, with regard to the Service(s). These benefits are specific to Your Account and the Service(s) identified while offering these benefits. They are not transferrable. The benefits may have an expiry date. If they do not have an expiry date, they will expire upon completion of twelve (12) months from their date of offer.

6. User's account

The User's Account (henceforth referred to as "Account") may be set up by Us on User's request or by the User himself/herself through the website. The access to the Account is provided on the basis of your Username and Password.

7. Your consent to this Terms of Service

By using orbitalpipeline.cloud or dashpipeline.cloud, you agree to this Terms of Service. Our Terms of Service take precedence over any conflicting Privacy Policy provision. We may change this Terms of Service by posting a new version of this Terms of Service on this website which it is your responsibility to review. Your continued use of this website services constitutes your agreement to this Terms of Service and any updates.

8. Suspension and termination

8.1. We shall not be liable to You or any other third party for suspension or termination of Your Account or access to and use the Service(s), if such suspension or termination is in accordance with these Terms.

8.2. Suspension and Termination by Us: In addition to suspension for late payment or non-payment of Subscription Charges, We may suspend Your access to and use of Your Account or the Service(s) if You are in violation of the Terms. We will notify You of Your activities that violate these Terms and, at Our sole

discretion, provide You with a period of fifteen (15) days ("Cure Period") to cure or cease such activities. If You do not cure or cease such activities within said Cure Period or if We believe that Your breach of these Terms cannot be cured, Your Account shall be terminated.

8.3 Under no circumstance is crypto mining allowed. We will terminate the instance immediately to prevent instability to our resources. There will be no "cure period" to remedy the situation. We will notify You of Your activities that violate these Terms and, at Our sole discretion.

9. Data privacy and security; confidentiality

To the extent required or permitted by law, We may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.

10. Disclaimer of warranties

10.1. If You choose, or You are provided with, a user identification code, password or any other piece of information as part of Our security procedures, You must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by You or allocated by Us, at any time, if in Our reasonable opinion, You have failed to comply with any of the provisions of these Terms.

10.2. Confidentiality obligations: Each of us will protect the other's Confidential Information from unauthorized use, access or disclosure in the same manner as each of us protects our own Confidential Information, and in any event, no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, each of us may use the other's Confidential Information solely to exercise our respective rights and perform our respective obligations under these Terms and shall disclose such Confidential Information solely to those of our respective employees, representatives and agents who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information. The provisions of this sub-section shall supersede any non-disclosure agreement by and between You and Us entered prior to these Terms that would purport to address the confidentiality of Your Data and such agreement shall have no further force or effect with respect to Your Data.

10.3. You agree that We, and the service providers shall have the right to access Your Account and to use, modify, reproduce, distribute, display and disclose Your Data solely to the extent necessary to provide the Service(s), including, without limitation, in response to Your support requests. Any third party service providers We utilize will only be given access to Your Account and Your Data as is reasonably necessary to provide the Service(s) and will be subject to confidentiality obligations. Further, at Our sole discretion, any suspected fraudulent, abusive, or illegal activity by You may be referred to law enforcement authorities.

10.4. Data collection and privacy: We collect certain information about You as well as Your customers and use of the Service(s). We disclose, and protect this information as described in Our Privacy Policy, which is incorporated into these Terms by reference.

11. Communications from us

Apart from the communications specified in Our Privacy Policy, We may contact You directly via e-mail to notify You if

a) You are in violation of these Terms;

b) A specific activity or purpose is prohibited with respect to the Service(s), so that You immediately cease use of the Service(s) for such prohibited activity or purpose;

12. Rights

12.1. Our Proprietary Rights: As Blue Sky Evolution LLC we reserve the proprietary rights including patents, trademarks, service marks, and copyrights. As the User, you pledge to respect our proprietary rights. You may only use our brand assets with our consent.

12.2. Your Proprietary Rights As the User, you represent and warrant that you either own or have permission to use all of the information you upload to orbitalpipeline.cloud or dashpipeline.cloud. Blue Sky Evolution LLC does not take responsibility for any of the text, numerical data, graphic materials, links and other kinds of content stored by the Users within their Accounts or distributed to their Prospects and Customers. You retain ownership of the materials you upload to orbitalpipeline.cloud or dashpipeline.cloud. We may use or disclose your materials only as we describe in these Terms and our Privacy Policy.

13. Disclaimer of warranties

THE WEBSITE AND THE SERVICE(S), INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. WE EXPRESSLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS, WARRANTIES OR OTHER TERMS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICE(S) OR WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE AND YOU FURTHER ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE ACCESS TO THE SERVICE(S), WHICH IS PROVIDED OVER INTERNET ALL OF WHICH ARE BEYOND OUR CONTROL, WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE.

THE CONTENT ON OUR WEBSITES IS PROVIDED FOR GENERAL INFORMATION ONLY. IT IS NOT INTENDED TO AMOUNT TO ADVICE ON WHICH YOU SHOULD RELY. YOU MUST OBTAIN PROFESSIONAL OR SPECIALIST ADVICE BEFORE TAKING, OR REFRAINING FROM, ANY ACTION ON THE BASIS OF THE CONTENT ON OUR WEBSITES. NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICE(S) OR WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.