

Thanks for using Blue Trident Marketing LLC.

Please read these Standard Terms of Use (“Terms”) carefully. By using the Service (defined below) or signing up for an account, you’re agreeing to these Terms, which will result in a legal agreement between you and Blue Trident Marketing LLC (collectively, “Blue Trident Marketing LLC,” “we,” or “us”). Blue Trident Marketing LLC is part of the Intuit group of companies and our parent entity is Intuit Inc.

We’ll start with the basics, including a few definitions that should help you understand these Terms. Blue Trident Marketing LLC offers an online marketing platform (the “App”) that allows you to manage your contacts, create, send, and manage certain marketing campaigns, including, without limitation, emails, advertisements, and mailings (each a “Campaign,” and collectively, “Campaigns”), send text messages (for both informational or marketing purposes) (“Text Messaging”), and create and manage web pages and websites to reach your people (each, a “Site,” and collectively, “Sites”) among other things. The App is part of the platform operated by the Intuit group of companies (the “Intuit Platform”) and is offered through our websites, including <https://www.bluetridentmarketing.com>, and any other website or mobile application owned, operated, or controlled by us (we’ll collectively refer to these as the “Blue Trident Marketing LLC Site,” and together with the App and insights, analytics, and other features we make available through our products and services, the “Service”). Blue Trident Marketing LLC has employees, officers, directors, independent contractors, and representatives (“our Team”). As a customer of the Service or a representative of an entity that’s a customer of the Service, you’re a “Member” according to this Agreement (or “you”). A “Contact” is any person that you, a Member, may contact through our Service. In other words, a Contact is anyone on a Member’s distribution list about whom a Member has given us information or is anyone who has otherwise interacted with a Member via the Service. For example, if you are a Member, a subscriber to your email marketing campaigns or a shopper on your Website or Landing Page would be considered a Contact.

These Terms, including our Acceptable Use Policy, API Use Policy, Copyright and Trademark Policy, Data Processing Addendum, and Brand Guidelines (collectively, the “Agreement”) define the terms and conditions under which you’re allowed to use the Service in accordance with the Agreement, which in addition to our Global Privacy Statement and Cookie Statement, describe how we’ll treat your account and the data we collect and process about you, your end users, and your contacts and customers while you’re a Member. If you don’t agree to these Terms, you must immediately discontinue your use of the Service.

Additional terms and restrictions available on our Blue Trident Marketing LLC Site at [bluetridentmarketing.com/legal/additional-terms](https://www.bluetridentmarketing.com/legal/additional-terms) (“Additional Terms”) apply to some features of the Service, including some that are offered as add-ons to your Blue Trident Marketing LLC account (“Add-ons”). Unless expressly stated otherwise, these Terms apply to the use of Add-ons. Members agree to the Additional Terms, if applicable, at the time they choose to add the corresponding Add-on or use the corresponding feature. Also note that a Member’s account may have access to unique features of the Service based on their historic usage or status.

Blue Trident Marketing LLC uses Google Maps and YouTube to provide certain features of the Service, and, as a result, we are contractually obligated to make our Members aware of certain terms related to the use of such features. Therefore, you acknowledge and agree that by signing up for an account and using the Service, you are also bound by the Google Maps/Google Earth Additional Terms of Service and the YouTube Terms of Service (including the Google Privacy Policy).

If you download the App through the Apple App Store, Google Play, or other app store or distribution platform (“App Provider”), you acknowledge and agree that: (i) these Terms are between us and not with the App Provider, and that we are responsible for the Service, not the App Provider; (ii) the App Provider has no obligation to furnish maintenance and support services or handle any warranty claims; (iii) the App Provider is not responsible for addressing any claims you or any third party have relating to the App; and (iv) the App Provider is a third-party beneficiary of these Terms as related to your use of the App, and the App Provider will have the right to enforce these Terms as related to your use of the App against you.

I. Account

1. Eligibility

In order to use the Service, you must:

1. be at least eighteen (18) years old and able to enter into contracts;
2. complete the account registration process;
3. agree to these Terms and the other terms and conditions linked in these Terms that form part of the Agreement;
4. provide true, complete, and up-to-date contact and billing information;
5. not be based in comprehensively embargoed and comprehensively sanctioned jurisdictions, including Cuba, Iran, North Korea, Syria, and the regions of Crimea, Zaporizhzhia and Kherson, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR) in Ukraine, and Russia, or are not otherwise prohibited from using the Platform under the laws and regulations of the United States, or any other applicable jurisdiction;
6. and not be included in lists maintained by the United States or other applicable jurisdictions prohibiting transactions with and the export of US products to certain entities, people, and jurisdictions.

By using the Service, you represent and warrant that you meet all the requirements listed above, and that you won't use the Service in a way that violates any laws or regulations. Note that by representing and warranting, you are making a legally enforceable promise.

Blue Trident Marketing LLC may refuse service, close accounts of any Members, and change eligibility requirements at any time.

2. Term

When you sign up for an account and agree to these Terms, the Agreement between you and Blue Trident Marketing LLC is formed, and the term of the Agreement (the “Term”) will begin. The Term will continue for as long as you have a Blue Trident Marketing LLC account or until you or we terminate the Agreement in accordance with these Terms, whichever happens first. If you sign up for an account on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms and enter into the Agreement on its behalf.

3. Closing Your Account

You or Blue Trident Marketing LLC may terminate the Agreement at any time and for any reason. You may do so by terminating your Blue Trident Marketing LLC account or we may do so by giving notice to you that we are terminating the Agreement. We may suspend the Service to you at any time, with or without cause. We won’t refund or reimburse you in any situation. If your account is inactive for 24 or more months, we may terminate your account and you won’t be entitled to a refund for any prepaid amounts or reimbursement for unused Pay as You Go Credits. Once your account is terminated, you acknowledge and agree that we may permanently delete your account and all the data associated with it, including your Campaigns. Usernames are unique and can only be used once. If your account has been terminated, the username will no longer be available for use on any future accounts and cannot be reclaimed.

4. Changes

We may change any of the Terms by posting revised Terms on our Blue Trident Marketing LLC Site. Unless you terminate your account, the new Terms will be effective immediately upon posting on the effective date indicated in the new Terms, as applicable, and apply to any continued or new use of the Service. We may change the Service, Add-ons, or any features of the Service at any time, and we may discontinue the Service, Add-ons, or any features of the Service at any time, and we are not in any way liable to you for any modification, suspension, termination, or discontinuation.

5. Account and Password

You’re responsible for keeping your account name and password confidential. You’re also responsible for any account that you have access to and any activity occurring in such account (other than activity that Blue Trident Marketing LLC is directly responsible for that isn’t performed in accordance with your instructions), whether or not you authorized that activity. You’ll immediately notify us of any unauthorized access or use of your accounts. We’re not responsible for any losses due to stolen or hacked passwords. We don’t have access to your current password, and for security reasons, we may only provide you with instructions on how to reset your password. We have the right to update any of your contact information in your account for billing purposes. In addition, you represent and warrant that all information you provide to us when you establish an account, and when you access and use the Service, is and will remain complete and accurate. We may contact you, or any seat, authorized user, or login added to your account, based on the information provided in your account.

6. Account Disputes

We don't know the inner workings of your organization or the nature of your personal relationships. You won't request access to or information about an account that's not yours, and you'll resolve any account-related disputes directly with the other party. We decide who owns an account based on several factors, including the content in that account and the contact and profile information listed for that account. In cases where differing contact and profile information is present or we are unable to reasonably determine ownership, we'll require you to resolve the matter through proper channels outside of Blue Trident Marketing LLC.

When a dispute is identified, we may suspend

II. Payment

When you sign up for a paid service (like a Marketing Plan or Pay as You Go Credits), your payments may need to go to a specific company in the Intuit group based on your location. Regardless of where you make payments, your agreement remains with us. Below is a list of which Intuit group company you need to pay depending on your country:

Country/Region	Intuit Group Entity
Australia	Intuit Australia Pty Limited
Canada	Intuit Canada ULC
European Union (excluding Sweden & Denmark)	Intuit Ireland Software Limited
United Kingdom	Intuit Limited

7. Marketing Platform: Monthly Marketing Plans and Pay as You Go Credits

7A. Paid Marketing Plans

If you choose a paid marketing plan, you'll select your target audience and package (e.g., Essentials, Standard, Premium). Each plan has different pricing and features. We won't automatically change your plan, so make sure to choose one that suits your needs. If you go over your plan's limits, you will incur extra charges for the previous billing cycle. You can upgrade or downgrade your plan anytime, but downgrades take effect at the end of the billing cycle.

Billing Details:

- Monthly payments start on the day you sign up.
- Payments are due on the same or closest date each month.
- If you exceed your plan's limits, you must pay the extra charges by your next payment date.
- You can pause billing or close your account whenever you want.

7B. Audience and Archiving

Only contacts you can engage with count towards your plan's audience. You can archive contacts, but they won't count towards your audience until unarchived.

7C. Free Marketing Plans

All members have access to basic marketing features with the Free Marketing Plan. If you exceed its limits, you'll need to choose a Paid Marketing Plan. You'll only get one complimentary downgrade to the Free Marketing Plan.

7D. Pay as You Go Credits

You can buy email credits for use with the service. Credits purchased after May 15, 2019, will roll over each month and expire after 12 months. These credits cannot be refunded or exchanged for cash.

7E. Promotional Free Trial Membership

We occasionally offer a free trial for a month, 14 days, or 7 days for a Paid Marketing Plan. To activate this trial, you must select a plan and provide payment information. If you exceed limits during the trial, we may adjust your tier. After the trial, you will be charged monthly at the current rate unless you cancel.

Eligibility for the Trial:

To qualify, you must be a new customer and use the "Start Free Trial" option. This offer cannot be combined with other promotions and may change at any time.

7F. Introductory Offer Terms & Conditions

We may offer a promotional discount (15%, 25%, or 50%) on the first 12 months of your subscription to the Premium, Standard, or Essentials plans. After the promotional period, regular pricing applies. You can cancel anytime, and if you change your plan, the pricing will adjust accordingly.

8. Websites

8A. Monthly Websites Plans

You can choose a monthly Websites plan ("Websites Plan") available on our Blue Trident Marketing Site. With a Websites Plan, you gain access to website features. All Members, including those with a Free Marketing Plan, have basic access through the Free Websites Plan. By signing up for a Websites Plan, you agree to monthly recurring billing starting on your signup date. Payments are due monthly on that date. Your first payment may be prorated if you had another plan before signing up for the Websites Plan, but future payments will align with your billing cycle.

You can cancel your Websites Plan through your Blue Trident Marketing account, effective at the end of the current billing cycle. You agree to pay all fees associated with your Websites Plan.

8B. Websites and Domains

Blue Trident Marketing offers free Blue Trident Marketing-branded domains (e.g., yourcompanyname.Blue Trident Marketingsites.com). To create a website on a custom domain, you must purchase a Websites Plan. If you build a website using Blue Trident Marketing, you are also subject to additional terms.

9. Dedicated IP Addresses

Members may have the option to purchase a Dedicated IP Address for email sending. Blue Trident Marketing decides whether to provide access to these IP addresses, which are owned and operated by Blue Trident Marketing. If your account pauses email sending for 30 days or more (for reasons like compliance issues or payment problems), Blue Trident Marketing may reclaim the Dedicated IP Address.

10. Blue Trident Marketing Text Messaging

Members pay a monthly fee for their chosen Text Messaging credit plan, in addition to their marketing plan fees. When you set up your Text Messaging plan, your payment will be prorated based on the days left in the billing cycle. We will automatically renew your Text Messaging plan unless you opt out. On the first day of the next billing cycle, you will be charged the full amount for the Text Messaging fees.

You can also buy one-time credits for text messaging, with current rates available in your account before purchase. Unused credits do not roll over to the next cycle. If you want to decrease the number of credits you receive, you can select a new credit plan, effective at the beginning of your next cycle.

You can deactivate your Text Messaging account in your account settings. To reactivate, contact our support team. If you downgrade from a paid marketing plan, you will retain access to your Text Messaging credits until the end of that billing cycle.

11. Debit and Credit Cards

As long as you're a Member with a Paid Marketing Plan, Websites Plan, or Transactional Email Plan, you must provide valid debit or credit card information and authorize us to charge your card. You are responsible for updating expired card information. If your payment processor provides a new card, we are authorized to charge the new card. If we cannot process your payment, we will contact you by email and may suspend your account until payment is resolved.

12. Refunds

You generally will not receive refunds or credits, but we may, at our discretion, offer them in certain situations.

13. Charges for Add-Ons

If you use an add-on that incurs a fee, you will be billed for it each billing cycle while it is active. The billing cycle for an add-on may differ from your other plans and some may require upfront payment. Violating our Acceptable Use Policy with Transactional Email may result in additional charges.

14. Billing Changes and Taxes

We may change our fees at any time and will notify you through your account or via email. Prices do not include applicable taxes, which you are responsible for. This includes any taxes we may have to collect on your behalf.

III. Rights

15. Feedback and Proprietary Rights

We own all rights related to the Service and Blue Trident Marketing Site, including intellectual property. You may only use our brand assets per our guidelines.

You retain all rights to your content and information submitted to Blue Trident Marketing. You allow us to use your content as necessary to provide the Service. You warrant that you have the rights to submit your content and that it complies with applicable laws.

Any feedback you provide us is voluntary, and you grant us permission to use it as we see fit.

16. Privacy

We value your privacy. Please refer to our Global Privacy Statement and Cookie Statement for details on how we collect and use your personal information. We act as your processor for much of the personal data, but sometimes process it as a controller for important business purposes, including sharing information with Intuit Inc. for improving services.

When processing data from certain regions, we comply with relevant data protection laws to ensure your information is secure.

Data Transmission and Communication

We cannot guarantee that every data transmission over the internet will be secure.

To support you effectively, we may need to contact you through various methods, including text messages and emails. You can choose to opt-in or opt-out of specific types of communications. Please keep your contact details updated so we can respect your preferences.

If you provide your phone number during registration or other interactions, you agree that we may use it for "multi-factor authentication" (MFA) to confirm your identity and enhance your account security. This may involve sending security codes via text messages from Blue Trident

Marketing. You also agree to receive automated text messages and recorded voice messages from us for essential notifications about your account or fulfilling your requests.

Additionally, we might contact you about special offers or third-party products unless you choose to opt-out. By providing your phone number, you confirm that you are the owner or current subscriber of that number. You also agree that Intuit and its affiliates can contact you via phone or text for various purposes, including identity verification and promotions.

Receiving automated calls and texts is completely voluntary, and you can opt out at any time. If you don't opt out, we may contact you even if your number is on a do-not-call list or if you cancel your account. You are not required to agree to receive promotional communications to purchase goods or services.

With MFA, you consent to us accessing information from your mobile phone service provider to verify your identity. For any texts sent to you in connection with our services, please note:

- Message frequency may vary.
- Message and data rates may apply, and we are not responsible for these charges.
- You can reply with "HELP" for assistance.
- You can reply "STOP" to opt out at any time (you will receive a confirmation message).
- Neither Blue Trident Marketing nor mobile carriers are liable for delayed or undelivered messages. To opt out of automated voice calls, send us a written notice revoking your consent, including your name, mailing address, account number, and the phone number(s) you wish to opt out.

Right to Review Content, Campaigns, and Sites

We may view, copy, and internally share content from your campaigns, sites, and third-party integrations to develop tools that help us identify issues and enhance our service. These tools allow us to find users violating our terms and to analyze data for improvements.

We may aggregate and anonymize data from your campaigns and integrations to create statistical information, which we own and may use for various purposes, including product marketing and research.

Rules and Abuse

General Rules

By agreeing to these terms, you commit to the following rules:

- No sending spam!

- No using purchased or rented email lists.
- Compliance with our Acceptable Use Policy and API Use Policy.
- No promoting harm or discriminatory content.

We may suspend or terminate your account if you send content that:

- Threatens physical harm or violence.
- Contains hateful or discriminatory messages based on race, ethnicity, sexual orientation, gender, religion, age, disability, or immigration status.

We may also suspend your account if you are part of an organization that advocates for harmful content, or if you personally make statements that promote such views.

We also do not allow the distribution of materially false or misleading content.

If you break these rules, we may issue a warning, suspend, or terminate your account.

Reporting Abuse

If you believe anyone is violating these terms, please notify us immediately. If you suspect spam from a Blue Trident Marketing user, report it to our Abuse Team. Every email campaign sent through our service includes a tracking ID in the header to help report suspected spam. If you believe someone has posted material violating protected marks or copyrights, please contact us through the provided channels.

20. Bandwidth Use

- You can only use our bandwidth for your content, campaigns, and sites.
- Our servers are only for your use in connection with our service.
- We can limit your sending speed or connection at our discretion.

21. Legal Compliance

- You must ensure your use of the service follows all relevant laws and regulations, including those that may change over time.
- It's your responsibility to determine if the service meets your legal obligations (like HIPAA or data protection laws).
- You cannot use our service for illegal or discriminatory activities, as defined by various U.S. laws.
- If you collect personal information about minors, you must have proper consent.
- You agree to:
 - Have a clear privacy notice on your websites that meets legal requirements.
 - Get necessary permissions to transfer data to us and third-party integrations.

- Follow all laws related to your campaigns, including obtaining consent for sending them.
- Inform users and get consent for any cookies or tracking technologies you use.
- Ensure that all content you provide does not infringe on others' rights.
- If you're subject to EU data laws, you agree we can respond to data requests from your contacts as needed.

22. Global Trade Compliance

- You cannot use, export, or transfer our app or software except as allowed by U.S. law and local laws.
- Specifically, you cannot send our app or software to certain restricted countries or parties.
- By using our app, you confirm you're not in a restricted location or on any restricted lists.
- It's your responsibility to ensure your use of our services complies with all applicable laws.

V. Liability

23. Liability Limitations

- You accept full responsibility for any loss from using our service.
- We are not responsible for any indirect or special damages, including lost profits or data.
- Our total liability to you in any month is limited to what you paid us for the service in the previous month.
- You are responsible for reviewing all content before sending campaigns through our service.

24. No Warranties

- The service is provided as-is, without warranties of any kind.
- We don't guarantee the service will meet your specific needs.

25. Indemnification

- You agree to protect us from any losses or claims related to your content, your use of our service, violations of laws, or any claims that arise from your actions.

26. Injunctive Relief

- If you violate these terms, we can seek a court order to stop you, as such violations may cause us irreparable harm.

27. Legal Fees

- If we have to respond to legal inquiries about your account, we may charge you for our costs.

28. Third-Party Disclaimers

- We are not responsible for any third-party services or products you use with our service.
- Your use of third-party services is between you and them, and we do not guarantee their privacy or security practices.

VI. Other Important Stuff

29. Text Messaging

If your application for a designated number in the U.S. is approved and you've chosen a monthly credit plan, you can use Text Messaging to send promotional and marketing messages to contacts who opt in to receive them. By using Text Messaging, you agree that your contact details will be shared with Blue Trident Marketing and our SMS providers, who will store this information. They may also share certain data about your use of Text Messaging, including the contents and metadata of each message, to provide the service to you. Your personal information will be handled according to our Global Privacy Statement.

Please note:

- We may limit the number of messages you can send or the times you can send them.
- In the U.S., you must apply to get a number, and we (or a network carrier) can deny your application for any reason without prior notice.

When using Text Messaging, you agree to:

- Only send SMS messages to contacts who have given you consent.
- Avoid sending unsolicited messages (spam) or misleading content.
- Follow our Acceptable Use Policy and ensure your communications are clear and honest.
- Not overload Blue Trident Marketing's infrastructure.
- Identify yourself truthfully and avoid impersonation.

You must also comply with all relevant laws and promptly honor opt-out requests from contacts who no longer want to receive messages.

Additionally, you agree to keep the following information on your website:

- Your name, address, contact info (email and phone), and VAT number (if applicable).
- Identify the person or entity on whose behalf the SMS is sent, if required by law.

Text Messaging may have language limitations and specific restrictions, and you agree to follow any such rules.

30. Generative AI Features

Blue Trident Marketing may offer or connect with AI features to help you create campaigns, analyze performance, organize contacts, and more. Any use of these AI features is part of our service.

You are responsible for ensuring that any content you input while using the AI (your “Inputs”) complies with our terms. Remember:

- The outputs generated by the AI may not always be accurate or reliable. It’s your responsibility to review and ensure they are appropriate before using them in your campaigns.
- You should have the rights to use any outputs, which are considered your content.

Blue Trident Marketing does not guarantee that outputs are unique or copyrightable. If you use outputs from the AI, you should include a disclaimer in your campaigns to inform users that the content may contain errors.

By using the AI model, you grant Blue Trident Marketing and its affiliates the right to access and use your inputs and outputs for development purposes. You also agree that third parties may access and process your data according to their policies.

Blue Trident Marketing may limit or change the AI model and can suspend or terminate your access if you violate any terms.

31. Notice to U.S. Government End Users

The Software and Blue Trident Marketing site, including all documentation, are classified as “Commercial Items.” This means that U.S. government end users are licensed to use them under the same terms as all other users.

32. Assignments

You cannot assign your rights under this agreement to anyone else. Blue Trident Marketing may assign the agreement and its rights and obligations at its discretion.

33. Choice of Law

Disputes arising from the service and this agreement will be governed by the laws of Georgia and the Federal Arbitration Act, regardless of conflict of laws rules.

34. Dispute Resolution

If you’re a U.S. customer:

- Any dispute with Blue Trident Marketing will be resolved through **binding arbitration** or **small claims court**, not in regular court.
- Either party can take a claim to small claims court if it meets the court's requirements. Claims can be filed in your county or in **Fulton County, Georgia**.
- Arbitration is less formal than a lawsuit. It involves a neutral arbitrator instead of a judge or jury and allows limited discovery. The **U.S. Federal Arbitration Act** governs this arbitration agreement, and both parties waive their right to a jury trial and class action.
- To start arbitration, you must send a **written Notice of Claim** to Blue Trident Marketing's registered agent at: **Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808**. Include your mailing and email addresses.
- Good-faith efforts to resolve disputes informally are encouraged. After sending a Notice of Claim, you and Blue Trident Marketing will have a **60-day period** to meet (via phone or video) and try to resolve the issue before arbitration can begin.
- If no agreement is reached within **60 days**, you may initiate arbitration or go to small claims court. If a claim can go to small claims court but arbitration is started, either party can choose to have it resolved in small claims court.
- Arbitration will be conducted by the **American Arbitration Association (AAA)** following their rules, available at www.adr.org or by calling **1-800-778-7879**. Hearings will be held in your county or the mailing address provided in your Notice of Claim.
- The arbitrator will be a retired judge or an attorney licensed in Georgia or your state, chosen from the AAA's roster. If the parties can't agree, a selection process will be followed.
- The arbitrator must issue a written decision explaining their findings. The decision is binding only between the parties and has no effect on other proceedings.
- Blue Trident Marketing won't seek to recover legal fees unless the claim is found to be frivolous or improperly motivated.
- You or Blue Trident Marketing may seek **injunctions** in court while arbitration is ongoing.
- If you win a claim and seek public injunctive relief (to prevent future public harm), that part must be litigated in court, not arbitration.

35. Force Majeure

Blue Trident Marketing isn't responsible for delays or failures caused by events beyond their control, such as natural disasters, wars, strikes, or internet issues.

36. Survivability

Even if the Agreement ends, certain sections will continue to apply, including **Dispute Resolution, Limitation of Liability, and Indemnity**.

37. Severability

If any section of these Terms is found to be unenforceable, that section will be removed or modified as needed, and the rest of the Agreement will remain valid.

38. Interpretation

The headers in these Terms are for ease of reading and do not affect the interpretation of the Agreement.

39. Waiver

If Blue Trident Marketing doesn't take immediate action on a violation of these Terms, it does not waive their right to take action later.

40. No Changes in Terms at Request of Member

Blue Trident Marketing cannot change these Terms for any individual member or group due to the number of members.

41. Further Actions

You agree to provide any necessary documents and take actions needed to fulfill your obligations under these Terms.

42. Notification of Security Incident

If we find out about a security incident involving our systems or databases that hold your personal information or that of your contacts, we'll let you know if the law requires it. In such cases, we'll also share details about the incident so you can assess its impact and any legal or regulatory obligations you may have, unless we're legally or confidentially prevented from doing so. Please note that notifying you of a security incident or working with you on a response does not mean Blue Trident Marketing is admitting any liability or fault for the incident.

43. Beta Services

From time to time, we may invite you to test products or features related to our Service that aren't generally available to all our Members or the public. We might also release products or features labeled as beta, preview, pilot, or something similar (collectively referred to as "Beta Services"). These Beta Services are for evaluation or testing only, which means they might have bugs or errors and may not be as reliable as other features. We provide Beta Services as-is. Your use of these features might include extra rules or restrictions that we set. We can stop offering Beta Services at any time and may choose not to make them generally available. Just to be clear, Beta Services are part of the Service and are subject to the terms of the Agreement, including Sections 23 and 24.

44. Notices

Any notice we send you will be effective when we email it to the last address you provided or when it's posted on our Blue Trident Marketing Site. We may use any email or physical address associated with your account for notice purposes, including the primary contact, billing contact, owner profile, or any other profiles linked to your account. Any notice you send us will be effective when delivered to us, along with a copy to our legal counsel at:

Attn. Legal Department

Intuit Blue Trident Marketing

405 N Angier Ave. NE

Atlanta, Georgia 30308

or any other addresses we may post on the Blue Trident Marketing Site in the future.

45. Entire Agreement

This Agreement, including these Terms and any Additional Terms you've agreed to by enabling any Add-ons, represents the complete agreement between us regarding its subject matter and replaces all prior agreements, representations, and understandings. Any Additional Terms will be considered part of this Agreement when you activate or use the corresponding Add-on or feature of the Service.

In case of any conflict between these Terms and the Additional Terms, the Additional Terms will take precedence.

Congratulations! You've reached the end.

Updated October 10, 2024, and effective as of October 10, 2024.