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Documentation Help and Support

Terms of Service

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Contents

Welcome to CloudBlue Connect®. These terms and conditions (the "**Terms**") govern your use of CloudBlue Connect® (the "**Platform**") and any use of services and related documentation provided by CloudBlue (and not third parties) and accessed through the Platform (the "**Services**"). The Platform is provided as a service that allows you to list certain of your cloud-related products and services ("**Products**") in CloudBlue's Product Catalog (the "**Catalog**"). The Platform also allows you to access, purchase, and use other software, cloud, and other services provided by third-party suppliers (each, a "**Supplier**"), such as marketing services, and those services provided by Suppliers are "**Supplier Services**". You agree to these Terms with CloudBlue by accessing or using the Platform, effective as of the date CloudBlue accepts your enrollment on the Platform on behalf of the entity you represent and on behalf of its affiliates which use the Services. When "CloudBlue", "we", "us" or "our" is used in these Terms, they refer to CloudBlue LLC and/or its applicable affiliate(s), and "you" and "your" refer to you, the Customer accepting these terms and accessing or using the Services.

Translations of these Terms of Service are provided as a courtesy. Some things as written in English may not translate easily into other languages. Should there be any differences or discrepancies between the English version and any translations, the English version of these Terms of Service takes precedence.

1. Applicability

These Terms are in addition to any terms and conditions that apply to Supplier Services, including any Supplier terms of service, use agreements, or policies that are incorporated by reference in these Terms or made available online via the Platform or on the applicable Supplier website. For clarity, you agree that the terms of use for any Supplier Services will be those required by the applicable Supplier and any party accessing or using such Supplier Services must comply with them. While we may try to assist you in your effort to resolve disputes with Suppliers, you agree that we are not responsible or liable for any Supplier Services in any way. These Terms govern your use of the Services notwithstanding any electronic software license agreement that may be included as part of the downloading, installation, or use of the Products or Supplier Services.

2. License Grant

To the extent any documentation or software (in source code, binary or other form) is made available to you by download or otherwise as part of a Service, CloudBlue grants you a revocable, non-exclusive, non-transferable, non-sublicensable, and limited license to use the Services identified and described in these Terms.

You will not use the Services for any purposes beyond the scope of their intended use or in violation of these Terms. You will have no right and will not, nor will you authorize or assist, any third party to: (i) copy all or any portions of the Services or any of its software, features or functionality or documentation; (ii) disassemble, reverse engineer, modify, translate, alter, or decompile all or any portion of the Services or otherwise discern the software or source code thereof; (iii) adapt, modify, translate, or create derivative works of the Services; (iv) distribute, copy, rent, lease, sublicense, assign, transmit, sell, or otherwise transfer the Services or any of your contractual rights to use thereof; or (v) install, or facilitate the installation by a third party of, any Service Connector on the Services without CloudBlue's express written approval. "Service Connector" means a software mechanism capable of processing requests that relate the Services to your or a third-party's systems or environments.

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As a convenience to customers, CloudBlue may make available with the Services certain third-party software licensed under open source license terms (“Open Source Software”). Such Open Source Software may be specifically identified in the applicable documentation and, notwithstanding any other term of these Terms, is licensed pursuant to the applicable open source terms (“Open Source Terms”) and not the terms set forth herein. If any Open Source Term conflicts with a term of these Terms, the Open Source Term controls with respect to the applicable Open Source Software only.

3. Access and Use of Services

When you enroll on the Platform, we may require you to pay certain fees which will be communicated to you in writing upon request prior to your enrollment.

When your enrollment on the Platform is accepted, we will create an account for you and your access will be granted in the form of username and password or other form of login credentials as CloudBlue deems appropriate (such as an application programming interface, or “API”). Once enrolled, you may submit your Products for our consideration for registration on the Platform. We may accept or reject the registration of any Products at our sole discretion. Registration of Products on the Platform or our directory does not mean such Products will be distributed by us or will be made available for ordering by our customers.

You will remain primarily liable for any and all charges or fees incurred by you or your affiliates through the use of the login credentials we provide to you. When you are given access to the Platform, CloudBlue grants you a subscription-based, revocable, limited, non-transferable contractual right to access and use the Platform as set forth in these Terms. If you opt to access and make use of an API in addition to any ordinarily provided User Interface (“UI”), then CloudBlue grants you a limited, non-transferable, non-exclusive, and revocable contractual right to access and use the API. You are responsible for maintaining the security and confidentiality of the unique authorization, e.g., token or credentials, which CloudBlue provides to you for your sole use of the applicable APIs and/or UIs, and the use of the API(s) and/or UI(s) by third parties without the express written consent of CloudBlue is strictly prohibited.

4. Monitoring

You understand and acknowledge that CloudBlue monitors the operation and usage of the Services. CloudBlue has the right to use any and all non-personal, anonymized data related to the use of the Services for any lawful purpose such as invoicing, statistical analysis, benchmarking, and research purposes. The Services may automatically upload information to CloudBlue reporting systems on a periodic basis for the purpose of verification of your compliance with these Terms and for calculation of fees owed to CloudBlue. You agree not to tamper or otherwise interfere with the collection or transmission to CloudBlue of any such information, and to work with CloudBlue to facilitate these uploads.

5. Service Up-Time

CloudBlue aims to provide the Platform on a 24 x 7 x 365 basis with availability 99.50% of that time. This availability service level will not apply to any downtime of the Platform which is caused by scheduled or planned maintenance, factors outside CloudBlue’s reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or

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device failure, including at your site or between your site and the data center where the Platform is hosted on), incidents resulting from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our Platform by means of your passwords or login credentials, equipment, or otherwise resulting from your failure to follow appropriate security practices; incidents resulting from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Platform in a manner inconsistent with the features and functionality of the Platform (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance, negligence or other acts or omissions by you, incidents resulting from faulty input, instructions, or arguments, network intrusions, denial-of-service attacks, or other unlawful attacks; or incidents that result from your attempts to perform operations that resulted from CloudBlue's throttling of suspected abusive behavior.

6. Marketing Services

We or other Suppliers may provide you certain marketing resources, tools, and services (collectively "Marketing Services") including email capabilities and content marketing tools to support your business and marketing activities. You represent and warrant that your use of the Marketing Services will comply with all applicable laws and regulations. After our acceptance of your enrollment, you will be enrolled in one of our marketing programs.

7. Using Connect Extensions

The Platform may allow you to access or acquire products, services, websites, links, content, material, skills, integrations, bots, or applications from CloudBlue or independent third parties (companies or people who are not CloudBlue) ("Connect Extensions"). Many of our Services also help you find, make requests to, or interact with Connect Extensions or allow you to share Your Content or Data, and you understand that by using our Services you are directing applicable independent third parties to make Connect Extensions available to you. The Connect Extensions may allow you to store Your Content or Data with the publisher, provider, or operator of the Connect Extensions. The Connect Extensions may present you with a privacy policy or require you to accept certain additional terms.

8. Modification and Termination

We may modify these Terms or our Services at any time and may, [1] in our sole discretion, impose new conditions applicable to the use of the Services. It is your responsibility to check these Terms regularly. You will be notified via email of any modification to these Terms. Use of the Services after any such modification will signify your acceptance of such updated Terms. If any modification is unacceptable, you may stop using the Services. In fact, you may stop using the Services at any time.

We reserve the right to immediately terminate or suspend your access to the Services if:

(i) we stop offering the Services;
(ii) you breach any of these Terms;
(iii) your use of the Services would cause risk of harm or loss to us or other users; or
(iv) you have not used your account for a period of six months.
If we, in our sole discretion, determine that you have acted inappropriately or in breach of these Terms, we reserve the right to

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terminate your account, prohibit you from using the Services, and take appropriate legal actions. For the sake of clarity, you may not access or use the Services for any illegal activity. We may monitor your activity at any time. Additionally, we may temporarily or permanently prevent you from using the Services, cancel the Services without a refund and, if appropriate, pursue legal action against you. In addition, you may be subject to civil or criminal penalties and injunctive relief. We will not be liable for any claims that might arise from our suspension or termination of the Services. No refunds will be granted for amounts paid to use the Services.

9. Intellectual Property and Content

Except for any licenses expressly granted herein, nothing in these Terms or your use of the Services changes or conveys any right, license, or title from either party's proprietary rights or intellectual property to the other. When you use the Services, you may provide things like media or information such as text, photos, audio, or videos, or any other content (collectively, "Content"), that belong to you. By providing Content, you represent and warrant that such Content does not infringe upon any third-party intellectual property right or personal rights. You will also ensure that your Content complies with all applicable laws and does not contain any sexually explicit, defamatory, or obscene materials. These Terms do not give us any rights to your property except for the limited right to use the Content to offer the Services or Products.

You grant us and our affiliates a limited and non-exclusive license to use the Content for the purposes described in these Terms including, without limitation, to register the Products in the Catalog, and to deliver any Marketing Services you may engage us to perform in accordance with your instructions or agreed scopes of work. You will provide us with written guidelines, if any, governing such use. If we become aware of any Content provided by you that could be infringing on a third party's intellectual property rights or in a manner that breaches these Terms, we are authorized to initiate an investigation and, subject to compliance with applicable laws, may remove or block that Content. If we receive a claim from a third-party complainant with an applicable copyright or trademark registration number, a copy of the underlying copyrighted work (along with your materials) and/or a good faith declaration, signed under penalty of perjury, that: (a) the material is the property of the complainant; or (b) the work has been copied and that use of the material is not defensible, then we, in our sole and absolute discretion, may, at any time, restrict your access to the challenged material. We will notify you of the copyright infringement allegation and will allow you to respond to the allegation(s). You agree that we will have no liability, directly or indirectly, to third parties for any of your infringing materials nor to you for any cautionary measures taken by us as described herein. We respond to notices of alleged copyright infringement in accordance with the U.S. Digital Millennium Copyright Act (DMCA). If you believe that your work has been exploited in a way that constitutes copyright infringement, you may contact us through the contact information provided below.

Likewise, the Services are protected by copyright, patent, trademark, and other national and international laws and regulations. These Terms do not grant you any right, title, or interest in the Services, others' content in the Services, trademarks, logos, or brand features[1] . No license or ownership right in any intellectual property owned by us or a Supplier is transferred to you. Please take note that any derivative works of our property developed by you through the use of our Services belong to us – this includes the development of service connectors (a software mechanism capable of processing requests that relates the Services to your or a third party's environment) used or developed for interacting with our Services. We welcome feedback, but note that we may use any comments, ideas, or suggestions without any obligation to you. All content included on the Platform or the Services such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is our property or the property of our licensors and is protected by National and international copyright laws as is the compilation of all content on the Platform and in the Services.

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10. Confidentiality

Each party agrees to keep confidential and not disclose to any third party, and only use for purposes of its activities under these Terms, all proprietary or confidential information disclosed or made available by the other party pursuant to these Terms that is either (a) labeled confidential or proprietary, (b) is identified as confidential or proprietary at the time of disclosure, or (c) should be understood to be confidential by a reasonable person under the circumstances ("Confidential Information"). In our case, all information relating to the Platform, the Services, or Supplier Services disclosed or made available by us will be considered Confidential Information of ours. The receiving party will protect the Confidential Information with at least the same measures as it uses to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. The Confidential Information will only be disclosed to the receiving party's employees and contractors who are bound by obligations of confidentiality no less restrictive than in these Terms. These obligations will not apply to (a) information which is publicly available other than through unauthorized disclosure by the receiving party, (b) is known by the receiving party at the time of disclosure as evidenced in writing, (c) is rightfully obtained by the receiving party from a third party who has the right to disclose it, or (d) which is required by law, government order, or request to be disclosed by the receiving party, in which case the receiving party must use its best efforts to give the disclosing party notice of the requirement so that disclosure can be contested by the disclosing party and receiving party agrees to seek to obtain (or to cooperate with disclosing party in obtaining) confidential treatment of such information.

11. Security

We are ISO 27001 certified and will maintain such certification and other quality management certification and security programs with respect to our organization, the Services, the Platform, and the environment made available to you.

12. Data Protection

12.1 You hereby grant us a non-exclusive, non-transferable, royalty-free, worldwide right to use the electronic data specifically pertaining to you and/or your users that is processed using the Services (collectively, "Data") strictly for the limited purpose of providing the Services to you and/or your users. By using the Services, you agree that we may use Data in accordance with our Privacy Statement, available here.

Each party acknowledges and agrees to comply with the data protection and privacy legislation applicable to their performance of these Terms ("Data Protection Laws"), such as without limitation, as applicable, the California Consumer Privacy Act ("CCPA"), the Personal Information Protection and Electronic Documents Act (PIPEDA), and the European Union General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"), including when using, handling, disclosing, transferring, sharing, or processing in any way and for any purpose, any information that relates to an identified or identifiable individual ("Personal Data") received from or on behalf of the other party, for the duration of the term of these Terms. All Personal Data disclosed by one party and processed by the other party as part of these Terms is Confidential Information of the disclosing party and is subject to the confidentiality obligations set out under Section 10 of these Terms.

You acknowledge that you may leverage certain feature functionalities of the Platform to generate end-user information and data for required business operations. If any end-user data is requested and made available or accessible to you, your

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employees, agents or contractors, you will comply fully with all applicable laws, regulations, and government orders including those relating to Personal Data and/or personally identifiable information ("PII") and data privacy with respect to any such data that you receive or have access to under these Terms or in connection with the performance of any other services you or a customer receive. You will otherwise protect PII and will not use, disclose, or transfer across borders such PII unless authorized by the Data Subject or in accordance with applicable law. To the extent that you receive PII related to the performance of these Terms, you will protect the privacy and legal rights of any such third party.

Notwithstanding anything to the contrary in these Terms, CloudBlue may copy, modify, distribute, and otherwise use Personal Data received from or on your behalf to the extent necessary for the purpose of providing the Platform and the Services. You warrant and represent that you already have in place or will obtain, as applicable, and maintain in effect all permissions, consents, and authorizations that are required by applicable laws for you to provide, or to arrange for the provision of, Personal Data to CloudBlue. You represent and warrant that you have the full ability and legal right to provide and make available Personal Data to CloudBlue as contemplated by these Terms. You will not by any act or omission put CloudBlue in breach of its legal obligations under the applicable data protection and privacy legislation and in connection with these Terms.

To the extent the CCPA applies to parties' performance of these Terms, Personal Data as used in these Terms includes all "personal information" as that term is defined in the CCPA. Each party acknowledges and agrees that, with respect to the sharing of such Personal Data with CloudBlue under these Terms, CloudBlue is a "service provider" as that term is defined in the CCPA. With respect to Personal Data consisting of "personal information" as that term is defined in the CCPA, CloudBlue hereby certifies that it understands that it is prohibited from (a) selling that Personal Data (as "sell" is defined in the CCPA), (b) retaining, using, or disclosing that Personal Data for any purpose other than for the specific purpose of performing the Services or as otherwise permitted by the CCPA, including retaining, using, or disclosing the Personal Data for a commercial purpose other than providing the Services, and (c) retaining, using, or disclosing the Personal Data outside of its direct business relationship with you.

12.2 Data Processing terms

For purposes of processing Personal Data originating from the European Economic Area which is subject to the GDPR, CloudBlue agrees to hereby incorporate under this Section 12.2 a data processing agreement (hereafter "DPA"), the terms of which are integral part of these Terms and applies only if and to the extent CloudBlue is processing Personal Data as part of the provision of the Platform and the Services (collectively the "Cloud Services").

Terms used in this DPA, but not defined herein (if any) have the meanings set forth in these Terms, the GDPR, PIPEDA, or the CCPA as applicable respectively.

Each party acknowledges and agrees that, to the extent that Personal Data is subject to the GDPR, Customer is the "data controller" in respect of that Personal Data which CloudBlue processes on its behalf and CloudBlue is the "data processor."

12.2.1 To the extent that CloudBlue "processes" (as that term is defined in the GDPR) Personal Data subject to the GDPR on behalf of Customer CloudBlue shall:

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- Only process the Personal Data provided by Customer in accordance with its instructions, for no other purposes than those determined by Customer, as necessary to perform its obligations set forth under these Terms and in order to comply with a legal obligation.
- If, however, at any time during the execution of this DPA and these Terms, CloudBlue establishes that Customer's instructions appear in any way to be unlawful or non-compliant with the applicable legislation, CloudBlue shall without undue delay notify this to Customer and wait for further instructions.

- Take reasonable steps to ensure the reliability of staff having access to the Personal Data processed as part of performing the obligations under these Terms and that all staff to whom CloudBlue discloses Personal Data are made aware that the Personal Data is Confidential Information and subject to the obligations set out in this DPA and these Terms.
    - Taking into account the state of the art, the costs of implementation, the nature, scope, context, and purposes of processing and the nature of Personal Data as well as the risk and severity for the rights and freedoms of natural persons, take and maintain during the execution of this DPA appropriate technical and organisational measures against unauthorised or unlawful processing of that Personal Data and against accidental loss or destruction of, or damage to, the Personal Data. Additional information on the security measures implemented by CloudBlue is available under Section 11 here above of these Terms, and upon written request to CloudBlue. By accepting these Terms and this DPA Customer agrees to the security measures taken and implemented by CloudBlue;
    - Inform, as soon as possible, Customer of any request from a Data Subject to exercise its rights of access, rectification, amendment, restriction of processing or deletion ("right to be forgotten'), data portability, objection to the processing of that person's Personal Data or any other Data Subject request, third party notices, personal data breaches or loss of Customer's Personal Data and assist and cooperate with Customer in order to impede any consequences thereof and ensure compliance with the applicable Data Protection Laws. Customer will bear the unreasonable cost incurred by CloudBlue related to such assistance and cooperation.
    - Provide reasonable assistance to Customer in order to allow it to comply with its obligations under the Data Protection Laws including, but not limited to Data Subject requests, to the extent Customer does not otherwise have access to the relevant information and to the extent such information is available to CloudBlue. CloudBlue shall provide reasonable assistance to Customer in the cooperation or prior consultation with the supervisory authority in relation to the performance of its tasks under this DPA, to the extent required under the Data Protection Laws. Customer will bear the cost related to such assistance; and,
    - Upon termination of these Terms, cease all processing of Customer's Personal Data and shall delete or, upon Customer's request, return all files containing the Personal Data, unless the retention of the Personal Data is required by law. Customer will bear the cost related to such return or deletion of data.

12.2.2 Customer acknowledges and agrees that CloudBlue may need to sub-contract any of its processing operations regarding Customer's Personal Data to its affiliates or third parties sub-contractors located in different countries. For this purpose, by accepting the terms and conditions in this DPA and these Terms, Customer hereby grants CloudBlue a general authorization to use sub-contractors if necessary to ensure performance of the Cloud Services, CloudBlue's obligations under these Terms or to ensure compliance with legal obligations. For the avoidance of doubt, CloudBlue shall only sub-contract its processing operations under this DPA and these Terms in accordance with the requirements under the applicable Data Protection Laws. Upon written request by Customer, CloudBlue shall provide to Customer a list of the sub-contractors involved in the processing of Personal Data hereunder.

12.2.3 Customer acknowledges and agrees that CloudBlue may need to transfer, disclose, or otherwise permit access to Personal Data processed as part of the provision of the Cloud Services to its affiliates or sub-contractors located in different countries including outside the European Economic Area ("EEA") for the purpose of ensuring the performance of the Cloud

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Services and CloudBlue's obligations under this DPA and these Terms or to ensure compliance with a legal obligation. By accepting the terms and conditions in this DPA and these Terms, Customer agrees to such transfers of data. A list of the data transfer locations can be provided to Customer upon written request to CloudBlue. For the avoidance of doubt, CloudBlue agrees that any disclosure, access, or transfer outside the EEA of Customer's Personal Data processed hereunder will be performed in compliance with the applicable Data Protection Laws.

12.2.4 Customer shall not provide for processing, transfer, or grant access to CloudBlue of any Personal Data unless, where needed, the Data Subject has given its consent to the processing of its Personal Data under the Data Protection Laws. Customer acknowledges and agrees that it has the sole responsibility of providing necessary transparency information and obtaining all necessary consents by Data Subjects for the processing of Personal Data under this DPA and these Terms. Customer thereby warrants and represents that where such transparency information and consent are needed Customer has provided such information and obtained Data Subject's consent, and upon written request copies of such consents will be provided to CloudBlue prior to transferring the Personal Data for processing.

12.2.5 CloudBlue agrees to submit to audits or have an independent third-party auditor, inspector, regulator, and other representative, designated in writing by Customer to perform an audit on his behalf in order to validate CloudBlue's compliance with its obligations under this DPA, however such an audit maybe only be requested with prior written notice of thirty (30) business days and executed during the following months (July, August, and September) and only once every twelve (12) months. Such third-party auditor, inspector, regulator, and other representative designated by Customer shall be subject to a confidentiality agreement provided to CloudBlue prior to the audit. CloudBlue shall provide Customer, for the purpose of the audit and upon written request, with reasonable information necessary to demonstrate compliance with CloudBlue's obligations under this DPA, excluding any information, documents or records relating to the business relations of CloudBlue with any third party or the documents or records already audited by the Customer during the previous twelve (12) months. Customer shall carry out any inspection at mutually agreeable date, during normal working hours and without interfering with the course of CloudBlue's business operations. All such audits shall be at Customer's sole cost and expense.

12.2.6 Notwithstanding anything to the contrary in these Terms, Customer shall indemnify and hold CloudBlue harmless from any liability, losses, claims, penalties, damages, costs, and expenses of whatever nature, including if imposed by the supervisory authority on CloudBlue and arising out of any claims, actions, proceedings or settlements, resulting from the breach or non-compliance of Customer with the terms and conditions of this DPA, these Terms and/or with the applicable Data Protection Laws.

12.2.7 This DPA will be effective as of the date of the execution of these Terms and shall remain in full force and effect during the term of these Terms. This DPA will terminate automatically with the termination or expiry of the Terms.

12.2.8 Data processing information:

A. Categories of Data Subjects whose Personal Data may be processed hereunder include but are not limited to:

1) Employees of the Customer who have accounts in the Platform;

2) Resellers, sub-resellers, and end users of

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B. The type of Personal Data processed may include: First Name, Last Name, Address, E-Mail, Phone Number, any other information which may be required and made available to CloudBlue by the customer for the purposes of providing the Service.

C. The Personal Data will in any event be processed for the purposes of performing the Services..

D. Personal Data will be processed during the term of the Terms and as required by Data Protection Laws.

E. CloudBlue can be contacted regarding this Section 12 at dpo@cloudblue.com

13. Disclaimer of Warranties

We strive to provide great Services, but there are things we cannot guarantee. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED WITH NO WARRANTIES, EITHER EXPRESS OR IMPLIED. THE SERVICES ARE PROVIDED “AS IS.” WE DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGMENT.

14. Governing Law and Disputes

The Terms set forth herein, and all issues related to the subject matter thereof, will be governed by and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods will not apply.

15. Limitation of Liability

WE DO NOT EXCLUDE OR LIMIT OUR LIABILITY TO YOU IF IT WOULD BE ILLEGAL TO DO SO. THIS INCLUDES ANY LIABILITY FOR OUR FRAUD OR FRAUDULENT MISREPRESENTATION IN PROVIDING THE SERVICES. IN COUNTRIES WHERE THE FOLLOWING TYPES OF EXCLUSIONS ARE NOT ALLOWED, WE ARE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR BREACH OF OUR CONTRACT WITH YOU. IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, CLOUDBLUE, ITS AFFILIATES, OR ITS SUPPLIERS WILL NOT BE LIABLE FOR: ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENITAL DAMAGES;

I. ANY LOSS OF USE, DATA, BUSINESS OR PROFITS, REGARDLESS OF LEGAL THEORY; OR
II. ANY AMOUNT GREATER THAN $100.
III. THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT CLOUDBLUE OR ITS AFFILIATES HAVE BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Indemnification

You agree to indemnify, defend and hold us, our affiliates, and our Suppliers harmless from and against any and all third-party

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claims that might arise as a result of your breach of your obligations, access to or use of the Services in breach of these Terms.

17. Notices

If you would like to communicate with us concerning our Services, including if you think that something in the Services infringes your rights, please notify us at the following address(es):

Email: cb-privacy@cloudblue.com

Regular Mail:
CloudBlue LLC
2430 Military Road #1013
Niagara Falls, NY 14304

18. Entire Agreement

These Terms constitute the entire agreement between you and us with respect to the subject matter of these Terms and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third-party beneficiary rights. We reserve all rights not expressly granted in these Terms.

19. Waiver, Severability, Assignment and Survival

Our failure to enforce a provision is not a waiver of our rights to do so. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full force and effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. We may assign our rights to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Any provision required by its construction or required for rights and obligations enforcement will survive termination, including, but not limited to, the indemnity provisions, limitations of liability, and the survival terms of this section.

20. Service Help

The Platform includes an online knowledge base. You are also welcome to contact us directly.:

Email: together@cloudblue.com.
Alternatively, you can contact us in writing at:
CloudBlue LLC
2430 Military Road #1013
Niagara Falls, NY 14304

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