

Terms of Service & Privacy Policy

The following terms and conditions govern all use of the BD Messenger website and all content, services and products available at, or through, the website, including, but not limited to, the BD Messenger user management service.

The Services offered is subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies, and procedures that may be published from time to time on this Site.

Please read this Agreement carefully before accessing or using the Services. By accessing or using any part of the website, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access or use the Services. If these terms and conditions are considered an offer by BD Services acceptance is expressly limited to these terms.

The Services are available only to individuals who are at least 18 years old.

You're BD Messenger Account.

If you create an account on the Services, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account.

You must immediately notify BD Services Team of any unauthorized uses of your account or any other breaches of security.

BD Services will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. You must be a human. Accounts registered by other automated methods are not permitted. You must provide your legal full name, a valid email address, and any other information requested in order to complete the sign-up process. You must not, in the use of the Services, violate any laws in your jurisdiction and in United Kingdom (including but not limited to copyright or trademark laws).

Privacy Policy.

BD Services is committed to protecting the privacy of visitors to the BD Messenger website and users of the The BD Messenger service. This privacy policy was prepared because we believe you should know as much as possible about the personal information we collect about you, why we collect it, how we use it, and when we share it with third parties.

Principally, BD Messenger uses the personal information provided by the user to operate and enable the service, to improve and customize your experience with the service, and to send you service related updates, notices and announcements. We may also use that information to notify the user about our new products, services, updates and other BD Messenger and BD Services information we think the User may find to be of interest.

In addition, this Policy describes your choices with respect to how we collect and use your information. You may exercise your choices about how we collect and use your information consistent with this Policy at any time.

Your continued use of the website and our services, constitute your acceptance of this Policy and any updates thereto.

We are very conscious of the User's right to privacy regarding the information the User supplies to us. At BD Services, our policy is to use the information exclusively to provide the User with better service. If you have questions or concerns regarding this Privacy Policy, you are welcome to contact us.

Aggregation of User Data

BD Services may aggregate the information you provide with similar information collected from other visitors to the Website or users of the service in order to evaluate or enhance the Website or its Services.

Specifically, BD Services may aggregate data to determine the usage, patterns or interests of visitors to the Website or users of the Service, or for purposes related to the technical support or security of the Website and our computer systems. For example, we collect traffic data that is regularly generated with Users; online activities such as IP addresses, the name of the website from which you entered our website, session durations, viewed pages, type of mobile device and computer operating system. We use all of this information to analyze trends among our Users to help improve our Website. The aggregated data that we evaluate contains no personal information or other information that could identify an individual.

Usage Tracking Within The BD Messenger Service

BD Services may aggregate the information you provide with similar information collected from other visitors to the Website or users of the Service in order to evaluate or enhance the Website or its Services.

Specifically, BD Services may aggregate data to determine the usage patterns or interests of visitors to the Website or users of the Service, or for purposes related to the technical support or security of the Website and our computer systems. For example, we collect traffic data that is regularly generated with Users; online activities such as IP addresses, the name of the website from which you entered our website, session durations, viewed pages, type of mobile device and computer operating system. We use all of this information to analyze trends among our Users to help improve our Website. The aggregated data that we evaluate contains no personal information or other information that could identify an individual.

Cookies

Our Website uses Cookies to identify the areas of our Website that you have visited. A Cookie is a small piece of data stored on your computer or mobile device by your web browser. We use Cookies to personalize the Content that you see on our Website. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our Website correctly or at all.

User information to Certain Third Parties

BD Services may, on occasion, provide some general usage information from the Products to our data suppliers for royalty-related purposes. Any information that we may provide to our data suppliers contains no personal details about individual users. Additionally, no information that we collect from the Website that you provide to us is ever sold to third parties. When appropriate or required we may disclose information, including personal information, collected from the Website to protect our legal rights or in response to a court order, or in connection with a sale or merger of BD Services or its assets. BD Services will endeavor to make such disclosures subject to protective orders or

confidentiality agreements. With respect to information collected in the course of our marketing activities, BD Services may exchange business leads with our affiliates from time to time. Additionally, we may, on limited occasions, share your personal information with third-party marketing partners. These partners generally consist of persons or entities with whom we maintain a relationship and which offer certain complementary products and services to those Services that we offer. We will take commercially reasonable efforts to make sure that such third parties safeguard your personal information. Further, you are permitted at any time to request that we refrain from sharing your personal information with such third parties, or that we disclose who we shared your personal information with. In order to make such requests, please follow the instructions set forth below with regard to requests made in connection with your personal information.

Receipt of Communications

If you decide at any time that you no longer wish to receive communications from us you may opt out by updating us via email. You may still receive certain communications from us at your request or at the request of your organization.

Server Security

The BD Messenger servers are physically secure and may only be accessed by technical or support personnel whose jobs specifically relate to maintaining the integrity of the BD Messenger servers or supporting product-related functions. Such individuals are required to maintain the security of the servers and the confidentiality of the information contained in the servers. BD Services takes all reasonable and appropriate steps to protect your personal information, including by encrypting such information, maintaining readily accessible steps to limit access, working to detect unauthorized access, and not storing such information any longer than we need to.

Third Party Sites

As a visitor to the Website or a subscriber to our Services, you may decide to visit a third party website through links available on our Website. Although the branding may still be visible, you will be subject to that third-party privacy policy, if one exists. We encourage you to review the privacy policies of third-party websites you choose to visit. BD Services is not responsible for how that third-party may collect or use your personal information.

Payment and Renewal

General Terms

By signing the contract you agree to pay BD Services the monthly subscription fees indicated for the BD Messenger service.

Payments will be charged on a pre-pay basis on the day you sign up and will cover the use of that service for a monthly subscription period as indicated.

Automatic Renewal.

Unless you notify BD Services before the end of the applicable subscription period that you want to cancel an Upgrade 28 days prior, your subscription will automatically renew and you authorize us to collect the then-applicable monthly subscription fee (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Upgrades can be cancelled at any time via email as stated 28 days notice to terminate your monthly subscription.

Support

BD Messenger includes access to email support. This means the ability to make requests for technical support assistance by email at any time (with reasonable efforts by BD Services to respond within three business days) concerning the use of BD Messenger. All BD Messenger support will be provided in accordance with BD Messenger standard practices, procedures, and policies.

BD Messenger API

Any use of the API, including use of the API through a third-party product that accesses BD Messenger, is bound by these Terms of Service plus the following specific terms:

Damage and liability

- No one has been banned for using ThreeSixty.AI, but we wouldn't be responsible in case this happens. Don't mix our service with other automation tools. We will never sell any of your information to third parties.
- BD Messenger is not affiliated with LinkedIn or any third-party partners in any way.
- It is your sole responsibility to comply with LinkedIn rules and any legislation that you are subject to. You use BD Messenger at your own risk.
- We are not responsible for your actions and their consequences. We are not to blame in the unlikely case of your accounts getting banned for any reason.
- We require your BD Messenger API access to obtain required information for interacting with the APIs. We don't store, give away, or otherwise distribute your information to any third parties.
- We can't guarantee any specific outcome from using BD Messenger.
- We can't guarantee the continuous, uninterrupted or error-free operation of the service.
- We reserve the right to modify, suspend or withdraw the whole or any part of our service or any of its content at any time without notice and without incurring any liability.
- You expressly understand and agree that BD Services shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to: damages for loss of profits, goodwill, use, data or other intangible losses (even if BD Services has been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.

Rate limiting

Abuse or excessively frequent requests to BD Messenger via the API may result in the temporary or permanent suspension of your accounts access to the API. BD Services, in its sole discretion, will determine abuse or excessive usage of the API. BD Services, in its sole discretion, may make an attempt via email to warn the account owner prior to suspension.

Marketing

As a user, you give BD Services a perpetual world-wide license to use your companies assets and logos, unless BD Service agrees in writing otherwise. These assets and logos will be used purely for marketing and sales efforts, such as being displayed on the homepage.

Discontinuation

BD Services reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.

Copyright Infringement

As BD Services asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by BD Services violates your copyright, you are encouraged to notify BD Services. BD Services will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. BD Services will terminate a visitor's access to and use of the Services if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of BD Services or others. In the case of such termination, BD Services will have no obligation to provide a refund of any amounts previously paid for BD Messenger. You agree that upon purchasing our service, that you clearly understand and agree what you are purchasing and will not file a fraudulent dispute.

Intellectual Property

This Agreement does not transfer from BD Messenger to you or any third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with BD Services. BD Messenger, the BD Messenger logo, and all other trademarks, service marks, graphics and logos used in connection with BD Messenger, or the Services are trademarks or registered trademarks of BD Messenger or BD Messenger licensors. Other trademarks, service marks, graphics and logos used in connection with the Services may be the trademarks of other third parties. Your use of the Services grants you no right or license to reproduce or otherwise use any BD Messenger or third-party trademarks.

Use License

Under this license you may not:

Attempt to decompile or reverse engineer any software contained on BD Messenger website or API.

Access the Site or Services in order to build a similar or competitive service.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by BD Services at any time

Changes

BD Services reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Services following the posting of any changes to this Agreement constitutes acceptance of those changes. BD Services may also, in the future, offer new services and/or features through the Services (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

Termination

BD Services may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your BD Messenger account (if you have one), you may simply discontinue using the Services. Notwithstanding the foregoing, if you have a paid BD Messenger account, such account can only be terminated by BD Services if you materially breach this Agreement and fail to cure such breach within thirty (30) days from BD Services notice to you thereof; provided that, BD Services can terminate the Services immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Disclaimer of Warranties

The Services is provided "as is". BD Services and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither BD Messenger nor its suppliers and licensors, makes any warranty that the Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Services at your own discretion and risk.

Limitation of Liability

In no event will BD Services, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to BD Services under this agreement during the twelve (12) month period prior to the cause of action. BD Services shall have no liability for any failure or delay due to matters beyond or not within their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

General Representation and Warranty

You represent and warrant that (i) your use of the Services will be in strict accordance with the BD Services Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from United State of America or the country in which you reside) and (ii) your use of the Services will not infringe or misappropriate the intellectual property rights of any third party.

Indemnification

You agree to indemnify and hold harmless BD Messenger, its contractors, its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorney's fees, arising out of your use of the Services, including but not limited to your violation of this Agreement.

Miscellaneous

This Agreement constitutes the entire agreement between BD Services and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of BD Services, or by the posting by BD Services of a revised version.