

Bailbooks Terms OF Service

Effective Date: 08/01/2025

Agreement Overview:

Welcome to <https://bailbooks.com/>. By accessing or using our website, software, or services (collectively, the “Platform”), operated by Bailbooks LLC (“Bailbooks”), you agree to these Terms of Service (“Terms”). Please read these Terms thoroughly. If you do not accept them, you should not use our Platform.

What Bailbooks Does?

Bailbooks delivers software and technology solutions for bail bond agencies, including digital payments, electronic signatures, document management, customer tracking, and related tools, all through a subscription-based web and mobile application.

Communications and Consent:

By visiting <https://bailbooks.com/>, emailing Bailbooks, or using the Bailbooks application, you consent to receiving communications from us electronically. All notices, agreements, disclosures, and other communications provided by us electronically meet any legal requirement that such communications be in writing.

Managing Your Account:

You are responsible for keeping your account information, including your password, secure. You must ensure that your login credentials are not shared and that your devices remain protected. Any activity conducted through your account is your responsibility. You may not transfer your account to another party. Bailbooks reserves the right to suspend or terminate accounts or to refuse service at our discretion.

Use by Minors:

Bailbooks does not knowingly collect information from individuals under the age of 13. Users under 18 must only use the Platform with parental or guardian approval.

Links to Other Sites:

Our Platform may include links to external websites. Bailbooks does not control the content or policies of these third-party sites and assumes no responsibility for them. Links are provided for user convenience only.

Lawful Use and Intellectual Property:

Your right to access <https://bailbooks.com/> is limited, non-exclusive, non-transferable, and may be revoked at any time. You must use the Platform for lawful purposes only and avoid any activity that

interferes with its operation.

All content, designs, code, and other materials on the Platform belong to Bailbooks or our licensors. You may not copy, redistribute, modify, publish, display, create derivative works from, or commercially exploit any content without explicit written permission.

Indemnity:

You agree to protect and indemnify Bailbooks, its employees, affiliates, and partners from any claims, damages, or losses (including reasonable legal fees) that result from your violation of these Terms or your misuse of the Platform.

Governing Law & Arbitration:

These Terms are governed by the laws of Colorado. Any disputes will be resolved exclusively through binding arbitration in Colorado under the rules of the American Arbitration Association. Arbitrators' decisions are final, and judgment may be enforced in any court with appropriate jurisdiction.

Limitation of Liability:

Bailbooks is not liable for indirect, incidental, punitive, or consequential damages connected to your use of the Platform. Our total liability, if any, will not exceed the amount you have paid us in the six months prior to any claim. All services and software are provided "as is," and we disclaim all express and implied warranties, including merchantability and fitness for a particular purpose.

No Group or Class Actions:

All disputes must be resolved individually. You may not bring any class, collective, or representative action against Bailbooks. The arbitrator is not allowed to consolidate more than one person's claims.

Ending or Restricting Access:

We may suspend or terminate your access to the Platform without prior notice if you breach these Terms or engage in harmful activity. This agreement is governed by Colorado law.

Relationship Status:

These Terms do not create any partnership, joint venture, agency, or employment relationship between you and Bailbooks.

Complete Agreement:

These Terms, along with any posted policies or additional agreements, represent the full agreement between you and Bailbooks concerning your use of our Platform. They override all previous agreements and communications.

E-Signatures and Electronic Notices:

By using our services, you agree to receive disclosures, agreements, and notices electronically. Clicking “Accept” or similar actions is legally equivalent to your physical signature. Keep your contact information current to ensure you can receive these communications.

Subscriptions and Billing:

By signing up for Bailbooks, you agree to recurring subscription billing. Charges are processed at the start of each billing cycle. Some features (like SMS alerts) may incur additional charges. All payments are final and non-refundable, except where required by law.

Refund Policy:

Subscriptions are month-to-month. You can cancel any time through the app or by emailing gary@bailbooks.com. Your service remains active through the current billing period; after that, it stops renewing.

Bailbooks may suspend or cancel your access if:

- You violate any Terms
- Your payment is late
- Your activity threatens our security or negatively affects other users

Suspension or cancellation does not excuse you from paying any amounts owed.

Data Retention:

We keep your data as long as needed to provide services or meet legal obligations. After you close your account, we keep your information for 120 days and then permanently delete it unless law requires otherwise.

Acceptable Use Rules:

You agree to use Bailbooks legally and responsibly. Do **not**:

- Break any law or regulation
- Upload viruses or malicious code
- Try to access another user’s account or Bailbooks systems without permission
- Disrupt or interfere with our services

Violations may result in loss of access or legal action.

Loss of Service:

Bailbooks is not liable for service interruptions caused by circumstances beyond our control (e.g., natural disasters, war, government action, internet failures). We will work to restore service as soon as possible, but prolonged outages may lead to cancellation of your agreement with no penalty.

Updating These Terms:

We may modify these Terms at any time. The updated version will be posted on <https://bailbooks.com/> and the effective date will be revised. Your continued use means you accept the new Terms.

Contact Us:

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