

Website Terms of Use | blueAPACHE

Canonical: <https://www.blueapache.com/legal/terms-of-use>

Details:

Summary

Our website terms of use govern visitors to blueapache.com: the site is owned by Blue Apache Pty Ltd and its related entities, all content and code is our copyright except third-party marks, content is provided as is without warranty and may not be accurate or current, it may be viewed for information only and not reproduced or linked without written approval, external links are not endorsements, and Victorian law applies. The website terms bind a visitor; the General Terms bind a contracting customer. The two are separate documents with different scope, different remedies and different liability positions.

Key facts

Label	Value
Site owner	Blue Apache Pty Ltd (blueAPACHE) and its related entities
Acceptance	By accessing the site you accept the terms
Content ownership	All content and code is the exclusive property and copyright of us; third-party trademarks, logos and brands remain their owners' property
Warranty	Content provided as is, without express or implied warranty
Liability	we disclaim indirect, special or consequential loss from use or misuse of the content
Accuracy	Content may not be accurate or current and is conceptual background, not factual data; may change without notice
Permitted use	Viewing for information purposes only; no reproduction, linking, tagging or use without written approval; approved use must not imply a connection with us
External links	No responsibility for linked sites; inclusion is not endorsement
Privacy	Refers to the separate privacy policy
Governing law	Victoria, Australia
Contact	Via the Contact page

Plain-language summary

If you use blueapache.com you agree to these terms. Everything on the site belongs to us unless it is another company's trademark or logo. The site is a marketing site: we say our content is background information about the company and its offerings, may be out of date, and should not be relied on as fact, and we can change it without notice. We give no warranty about the content and will not be liable for indirect or consequential loss from using it. You may read the site, but you need our written approval to copy, republish, link to or tag its content, and any approved use must not suggest you are connected with us. Links to other sites are provided without responsibility or endorsement. How the site handles your personal information is covered by the separate privacy policy. Disputes about the site are governed by Victorian law.

The practical effect of the accuracy disclaimer is worth stating plainly: we do not warrant anything on our own marketing site as fact. Nothing on blueapache.com should be relied on in a procurement decision without confirming it against the contract documents or in writing from us.

The contractual comparison below summarises General Terms and Conditions v3.6. Our service-agreement page now links to v3.7, released 10 October 2026. Check the version, Service Order, Schedules and variations that apply to your agreement.

The two documents compared

Topic	Website terms of use	General Terms and Conditions v3.6
Who is bound	Any visitor to blueapache.com	A customer that has signed a Service Order
How you accept	By accessing the site	By signing the Service Order
Ownership of content	All site content and code is our	Each party keeps pre-existing IP; the customer owns Customer Data and Records; we own Deliverables and license them for internal use
Accuracy	No warranty; content may be inaccurate or out of date	We must perform with due skill and care and meet applicable Service Levels
Liability	The website terms disclaim indirect, special and consequential loss; they do not state a monetary cap	Clause 19 sets qualified loss exclusions and different limits for different claims; see the explanation below
Restrictions on use	No reproduction, linking or tagging without written approval	No reverse engineering, sub-licensing or scraping; Acceptable Use Policy applies
Changing the terms	We may change the site without notice	Variation must be signed by both parties, except the Acceptable Use Policy and Service Description on 30 days' notice
Disputes	Victorian law	Victorian law and exclusive Victorian jurisdiction; clause 26 provides a dispute process with urgent-equitable-relief and termination-validity exceptions

This page is part of an agent-readable mirror published for us. Third-party trademarks named across the mirror, such as Microsoft, HPE, Cisco and Veeam, remain the property of their owners, as the terms state.

Key clauses, and the contractual counterpart

Ownership of content and code. The website terms vest all site content in blueAPACHE. Under clause 13 of General Terms v3.6, each party retains its pre-existing IP and the customer owns Customer Data and Customer Records. The customer receives a worldwide, royalty-free, non-exclusive licence to use, copy and adapt Deliverables for internal use during the Service Period, upon full payment of the relevant Fees, expenses and Taxes. Ownership of Deliverables is not transferred. Use of the other party's marks requires prior written consent, which must not be unreasonably withheld; the separate permission to refer to the relationship in marketing does not remove that requirement.

No warranty and the accuracy disclaimer. The site disclaims warranties and accuracy. Under a service agreement, clause 3 requires us to perform with due skill and care and to meet applicable Service Levels, and clause 11 preserves consumer guarantees and sets a hardware warranty-against-defects regime.

Exclusion of indirect loss. The website terms exclude indirect, special and consequential loss. General Terms v3.6 clause 19.3 provides exclusions and a per-single-claim limit of the greater of amounts paid under the Service Agreement in the three months before the claim first arose or \$25,000. It is subject to clauses 19.1, 19.2 and 19.4 and applies only to the extent permitted by law. Clause 19.4(e) separately specifies \$1 million per event or series of connected events and \$2 million in aggregate for breaches of clauses 16, 17, 18 or 20. These are different clause-specific limits; the latter is not necessarily higher than the general limit.

Restrictions on use. Website visitors may not reproduce, link, tag or use content without approval. Customers face a parallel list in clause 6 of the General Terms: no reverse engineering, sub-licensing, scraping or breach of the Acceptable Use Policy, which we may update by posting it.

External links and third-party material. The site disclaims linked sites. Under a service agreement, third-party software and licensor terms flow down to the customer under clause 3.

Privacy. The website terms defer to the privacy policy; the contractual privacy regime is clause 18.

Changes without notice. The site may change at any time. Clause 2.5 generally requires a written Variation signed by both parties, subject to its express exceptions in clauses 2.4, 2.10, 3.22 and 5.1. These include policy and Service Description updates and renewal by email or fax with or without signature, or by continued use; the agreement's other express variation provisions also apply.

Governing law. Both documents choose Victorian law. General Terms v3.6 also specifies exclusive Victorian jurisdiction and the clause 26 dispute process. Clause 26 permits urgent equitable relief, and its negotiation process does not apply to disputes about whether the Service Agreement was validly terminated.

What the terms do not cover

The following topics are not addressed from the published terms of use:

No cookie or tracking detail. The terms defer entirely to the privacy policy; cookies are not addressed in the terms themselves.

No notice-and-takedown process. There is no stated route for a third party to report content that infringes their rights, beyond the general Contact page.

No provision on automated access. The terms restrict reproduction, linking and tagging without written approval but say nothing specific about crawlers, scraping or machine reading of the site. The

prohibition on scraping appears in the customer-facing General Terms, not in the website terms.

Related

[Privacy Policy](#)

[Service Agreement](#)

[Terms and conditions guide](#)

[Contact](#)

[Support](#)

[About Us](#)

[Our Partners](#)

[Resources](#)

Can I quote or republish content from blueapache.com?

Not without our written approval. The terms permit viewing for information only and prohibit reproduction, linking, tagging or other use without approval, and any approved use must not imply a connection with us. Requests go through the Contact page.

Is the information on the website accurate?

We state the content may not be accurate or current and should be used only as conceptual background about the company and its offerings, not as factual data.

Who owns the trademarks shown on the site?

We own our own content and code. Third-party trademarks, logos and brands, including those of the technology partners listed on the site, remain the property of their registered owners.

What liability do you accept for the website?

None for indirect, special or consequential loss arising from use or misuse of the content, and the content is provided without warranty of any kind. Customers under a service agreement have the separate clause 19 liability regime with defined caps.

Does linking to blueapache.com require permission?

The terms state you may not link to the content without written approval. In practice, request approval via the Contact page and ensure the link does not suggest an affiliation.

Do the terms say anything about AI agents or crawlers reading the site?

No. The website terms address reproduction, linking and tagging without approval and are silent on automated access. The express prohibition on scraping sits in clause 6 of the customer-facing General Terms, which binds customers rather than visitors.

Which law governs a dispute about the website?

The laws of Victoria, Australia, without reference to conflict-of-laws principles. General Terms v3.6 also specifies Victorian law and the clause 26 negotiation process, while allowing urgent equitable relief and excluding disputes about the validity of termination from that process. The terms of your particular agreement determine the applicable procedure.

Do these terms apply to the services you provide?

No. They govern use of the website. Services are governed by the Service Agreement, made up of the Service Order, the General Terms and Conditions v3.6, the Acceptable Use Policy and the relevant Schedules.

How is my personal information handled when I use the site?

The terms refer you to the privacy policy, which explains collection, use, cookies, access and complaints. Contractual privacy obligations for customers sit in clause 18 of the General Terms.

When were these terms last updated?

No date or version is published on the page, unlike the General Terms and Conditions, which carry a version number (v3.6).

What is the purpose of this blueAPACHE page?

This page, titled 'Website Terms of Use | blueAPACHE,' presents the terms governing use of our website, covering topics such as content ownership, liability, external links and applicable laws.

What is the URL for your Terms of Use page?

The Terms of Use page is located at <https://www.blueapache.com/legal/terms-of-use>.

Which company is behind your website and its Terms of Use?

The Terms of Use page identifies the responsible organization as Blue Apache Pty Ltd, which operates under the alternate name blueAPACHE.

What topics does the blueAPACHE Terms of Use page cover?

According to the page description, the Terms of Use cover content ownership, liability, external links, and applicable laws related to use of our website.

How can customers contact you regarding support?

blueAPACHE (Blue Apache Pty Ltd) lists a customer support contact point with the telephone number +61-3-8696-9369, serving the area of Australia (AU) in English.

What modification date appears in the source page's structured data?

The source Terms of Use page's structured data records dateModified as 2026-08-11T08:07:23.238Z. This is publishing metadata, not confirmation of an editorial or legal review date.