

Terms and Conditions

Last updated: March 26, 2019

These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with <https://cloudviz.io> website (the "Service") operated by SIA Cloudviz Solutions ("us", "we", or "our").

Please read these Terms and Conditions carefully before using the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. You warrant that you are at least 18-years-old and you are legally capable of entering into binding contracts. If you are under 18-years-old, you warrant that you have obtained consent from your parent or guardian and they agree to be bound by these Terms on your behalf.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or SIA Cloudviz Solutions cancels it. You may cancel your Subscription renewal at any time either through your online account management page or by contacting SIA Cloudviz Solutions customer support team.

A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You shall provide SIA Cloudviz Solutions with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize SIA Cloudviz Solutions to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, SIA Cloudviz Solutions will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Free Trial

SIA Cloudviz Solutions may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial").

You may be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by SIA Cloudviz Solutions until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, SIA Cloudviz Solutions reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

Fee Changes

SIA Cloudviz Solutions, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

SIA Cloudviz Solutions will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds

You may cancel your Subscription renewal at any time either through your online account management page or by contacting SIA Cloudviz Solutions customer support team. Once the subscription is cancelled, you will not be charged next month. There will be no refunds or credits for partial months of service, annual payments, or refunds for months unused with an open account. Certain refund requests for Subscriptions may be considered by SIA Cloudviz Solutions on a case-by-case basis and granted in sole discretion of SIA Cloudviz Solutions.

Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, you grant us the right and license to use, modify, perform, display, reproduce, and distribute such Content on and

through the Service. You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of SIA Cloudviz Solutions and its licensors. The Service is protected by copyright, trademark, and other laws of both the Latvia and foreign countries. Our trademarks and trade dress may not be used in connection with any product

or service without the prior written consent of SIA Cloudviz Solutions. Other trademarks, service marks, graphics and logos used in connection with the Service may be the trademarks of other third parties. Your use of the Service grants you no right or license to reproduce or otherwise use any SIA Cloudviz Solutions or third-party trademarks.

You are permitted to use the Service only as authorised by us. As a user, you are granted a limited, non-exclusive, revocable, non-transferable right to use the Service to create, display, use, play, and download Content subject to these Terms.

Our Intellectual Property must not be used in connection with a product or service that is not affiliated with us or in any way brings us in disrepute

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by any other users are those of the respective authors or distributors and not of us.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by SIA Cloudviz Solutions.

SIA Cloudviz Solutions has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that SIA Cloudviz Solutions shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

Indemnification

As a condition of your access to and use of the Service, you agree to indemnify us and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of or related to your access to and use of the Service or your breach of these Terms and any applicable law or the rights of another person or party.

This indemnification section survives the expiration of your registration, and applies to claims arising both before and after the registration ends.

Limitation Of Liability

In no event shall SIA Cloudeviz Solutions, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility

of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

SIA Cloudviz Solutions its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Latvia, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact Us

If you have any questions about these Terms, please contact us.