

Terms and Conditions

Effective as of July 5, 2019

The Gist

We (the folks at Cloudcraft LLC) offer a free service, with optional paid subscription plans that provide additional features. Our service is designed to allow you to design and map your cloud architecture, while giving you as much control and ownership over your data as possible.

- You are responsible for properly canceling your subscription, which you can conveniently do online at any time.
- If for any reason you are unhappy with your Cloudcraft subscription purchase, we offer a 30-day money back guarantee.
- We claim no ownership rights over the content submitted or created exclusively by you in your Cloudcraft account. Any content that is yours remains yours.

If you have any questions regarding the terms, please [contact us](#).

Terms of Service

These Terms of Service are a contract between you and Cloudcraft LLC (referred to in these Terms of Service as "Cloudcraft", "us", "we" or "our"), the provider of the Cloudcraft website and the services accessible from the Cloudcraft website (which are collectively referred to in these Terms of Service as the "Cloudcraft Service").

You are agreeing to be bound by these Terms of Service. If you do not agree to these Terms of Service, please do not use the Cloudcraft Service. In these Terms of Service, "you" refers both to you as an individual and to the entity you represent. If you violate any of these Terms of Service, we reserve the right to cancel your account or block access to your account without notice.

Your Account

- Your account must be registered by a human. Accounts registered by "bots" or other automated methods are not permitted. Additionally, you must be 16 years of age or older.
- Your login may only be used by one person – a single login shared by multiple people is not permitted. You may create separate logins for as many people as you'd like.
- You must provide a valid permanent email address, along with any other information required by Cloudcraft during the registration process.
- If you use this Website, you are responsible for maintaining the confidentiality of your Cloudcraft account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.
- You may not use the Cloudcraft Service for any illegal or unauthorized purpose. You must not, in the use of the Cloudcraft Service, violate any laws in your jurisdiction.
- Cloudcraft reserves the right to refuse service, terminate accounts, remove or edit content in its sole discretion.

API Use

Customers may access their Service data via the Application Program Interface (“API”). Any use of the API, including use of the API through a third-party product that accesses the Service, is bound by the terms of this agreement plus the following specific terms:

- You expressly understand and agree that the Cloudcraft shall not be liable for any damages or losses resulting from your use of the API or third-party products that access data via the API.
- Abuse or excessively frequent requests to the Service via the API may result in the temporary or permanent suspension of your account’s access to the API. Cloudcraft, in its sole discretion, will determine abuse or excessive usage of the API. We will make a reasonable attempt via email to warn the account owner prior to suspension.

Payment & Refunds

A valid credit card is required for paid subscription accounts unless your company pays for services annually, in which case payment via invoice and bank transfer is also acceptable. Free accounts are not required to provide a credit card number.

The Cloudcraft Service is billed in advance in accordance with our pricing schedule. There will be no refunds or credits for partial months of service, annual payments, or refunds for months unused with an open account, except in the case of our 30-day money back guarantee (see below). In order to treat everyone equally, no exceptions will be made.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you will be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) income taxes. You agree to pay for any taxes that might be applicable to your use of the Cloudcraft Service or payments made by you in connection with your use of the Cloudcraft Service.

30-day Money Back Guarantee

Cloudcraft provides means for paid subscription plan cancellation on the Cloudcraft website. If you cancel your account within 30 calendar days of the date of sign up, and you request a refund, Cloudcraft will refund all payments you have made to Cloudcraft within the 30 calendar days prior to the cancellation and refund request.

Cancellation

You are solely responsible for properly canceling your account. You can cancel your account at any time, from the "Manage Subscription" dialog in the service, or by using the secure "Contact Support" option in the app. As a security precaution, an email or phone request to cancel or make changes to your account may require additional verification, and will not be considered valid unless such verification is provided.

All service charges accrued up until the cancellation date must be paid in full. Cancellations will take effect at the end of the billing cycle during which the cancellation requested was received. You may continue to use your already paid for service through the billing cycle.

All provisions of this Agreement which by their nature should survive cancellation or termination shall survive cancellation or termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Modifications to the Service, Terms and Prices

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Cloudcraft Service (or any part thereof) with or without notice. However, we will make our best effort to notify customers of any upcoming system maintenance and/or service disruptions.

Prices of all Cloudcraft Service plans are subject to change. If Cloudcraft does for any reason have to remove the plan you are on or require an upgrade to a current plan, we will provide you with at least six (6) months notice via email.

We will not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Cloudcraft Service.

We reserve the right, in our sole discretion, to change, modify, add to, supplement or delete any portion of these Terms of Service at any time, effective with or without prior notice; provided, however, that we will use reasonable efforts to provide you with notification of any material changes (as determined in our sole discretion) by email.

If any future changes to these Terms of Service are unacceptable to you or cause you to no longer be in compliance, you must immediately stop using the Cloudcraft Service. Your continued use of the Cloudcraft Service following any revision to this Agreement constitutes your complete acceptance of any and all such changes. Any new features that augment or enhance the current Cloudcraft Service, including the release of new tools and resources, will be subject to these Terms of Service.

Intellectual Property and Content Ownership

All content included on this Website, such as text, graphics, logos, button icons, images, audio clips, data compilations, and software, is the property of Cloudcraft or its content suppliers and protected by US and international copyright laws. The compilation of all content on this Website is the exclusive property of Cloudcraft and protected by US and international copyright laws. All software used on this Website is the property of Cloudcraft or its software suppliers and protected by US and international copyright laws. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any Cloudcraft or third-party trademarks.

We claim no ownership rights over the content submitted or created exclusively by you in your Cloudcraft account. Any content that is yours remains yours. These Terms of Service do not grant us any licenses or rights to your content except for the limited rights needed for us to provide the Cloudcraft Service to you. You may use the visual representations created by Cloudcraft for any purpose that does not interfere with the business operations of Cloudcraft, including private, public and commercial use.

Product Ideas

You may choose to or we may invite you to submit comments or ideas about current or future offerings from Cloudcraft, including without limitation potential improvements to Cloudcraft products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Cloudcraft under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

Publicity

You agree that Cloudcraft, in its sole discretion, may use your trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and Web site listings (including links to your website) for the purpose of advertising or publicizing your use of Cloudcraft products or services.

Indemnification

You agree to indemnify and hold harmless Cloudcraft, its parents, subsidiaries, affiliates, officers, partners and employees, against any and all claims and expenses, including reasonable attorneys' fees, arising out of your use of the Website, including but not limited to out of your violation this Agreement. You agree to use the Website only for lawful purposes. You agree to indemnify Cloudcraft and the other Released Parties against any usage of the Website you undertake that may lead to legal recourse by any 3rd party.

Disclaimer

The Cloudcraft Service and its contents are provided "as is" and "as available" without any warranty or representations of any kind, whether express or implied. Cloudcraft is a distributor and not a publisher of the content supplied by third parties; as such, Cloudcraft exercises no editorial control over such content and makes no warranty or representation as to the accuracy, reliability or currency of any information, content, service or merchandise

provided through or accessible via the Cloudcraft Service. Without limiting the foregoing, Cloudcraft specifically disclaims all warranties and representations in any content transmitted on or in connection with the Cloudcraft Service or on sites that may appear as links on the Cloudcraft Service, or in the products provided as a part of, or otherwise in connection with, the Cloudcraft Service, including without limitation any warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. No oral advice or written information given by Cloudcraft or any of its affiliates, employees, officers, directors, agents, or the like will create a warranty. Price and availability information is subject to change without notice. Without limiting the foregoing, Cloudcraft does not warrant that the Cloudcraft Service will be uninterrupted, uncorrupted, timely, or error-free.

Limitation of Liability

Cloudcraft will not be liable for any indirect, incidental, special, exemplary or consequential damages, lost profits, lost data, or business interruption, in any way whatsoever arising out of the use of, or inability to use, the Cloudcraft Service, whether or not Cloudcraft is advised of the possibility of such damages. You acknowledge and agree that Cloudcraft's maximum liability to you will not exceed the amount you have paid Cloudcraft in the ninety (90) days immediately preceding the date on which you first assert a claim.

To the fullest extent permitted by law, these disclaimers and limitations of liability apply to any and all damages or injury whatsoever caused by or related to use of, or inability to use, the Cloudcraft Service under any cause or action whatsoever of any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence).

Jurisdiction and Venue

This license is governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions. Exclusive venue for all litigation shall be in New York City, New York State. If you choose to access the Site from locations other than New York, you will be responsible for compliance with all local laws of such other jurisdiction and you agree to indemnify Cloudcraft and the other Released Parties for your failure to comply with any such laws.

Miscellaneous

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Cloudcraft may assign any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of Cloudcraft, and any such attempted assignment will be void and unenforceable. These Terms constitute the entire agreement between you and Cloudcraft regarding your use of the Website, and supersede all prior or contemporaneous communications whether electronic, oral or written between you and Cloudcraft regarding your use of the Website. The parties confirm that it is their wish that these Terms, as well as any other documents relating to this Terms, including notices, have been and shall be drawn up in the English language only.