



Terms & Conditions of Use

CLOUDENSURE

Powerupcloud Technologies Pvt. Ltd.



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1 Terms of Use

Please read these Terms carefully. By using Cloudensure or signing up for an account, you're agreeing to these Terms. This is a legal agreement. We'll start with the basics, including a few definitions that should help you understand this agreement. Cloudensure ("Cloudensure" or the "Service") is a Cloud Management Platform offered through the URL <http://www.Cloudensure.io/> (refer to it as the "Website") that allows you to monitor your cloud infrastructure on a single platform, across parameters & metrics. Cloudensure is owned and operated by Powerupcloud Technologies Pvt. Ltd. Cloudensure has employees, independent contractors, and representatives ("our Team"). As a customer of the Service or a representative of an entity that's a customer of the Service, you're a "Member" according to this agreement (or "you").

These Terms of Use define the terms and conditions under which you're allowed to use Cloudensure, and how we'll treat your account while you're a Member. If you have any questions about our terms, feel free to [contact us](#).

2 ACCOUNT

2.1 Eligibility

In order to use Cloudensure, you must:

1. complete the registration process;
2. agree to the Terms; and
3. provide true, complete, and up to date contact information.

By using Cloudensure, you represent and warrant that you meet all the requirements listed above, and that you won't use Cloudensure in a way that violates any laws or regulations. (Representing and warranting is like making a legally enforceable promise.) Cloudensure may refuse service, close accounts of any users, and change eligibility requirements at any time with prior notice to the members.

2.2 Term

The Term begins when you sign up for Cloudensure and continues as long as you use the Service. If you sign up for Cloudensure on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms on their behalf.

2.3 Closing Your Account

You or Cloudensure may terminate this Agreement at any time and for any reason by giving Notice to the other party. We may suspend our Service to you at any time, with or without cause. If we terminate your account without cause, we'll refund a prorated portion of your monthly prepayment or reimburse you for unused [Email Credits](#). We won't refund or reimburse you if there's cause, like a violation of these Terms or our Acceptable Use Policy. Once terminated, we may permanently delete your account and all the data associated with it, including your emails. If you don't log in to your account for 12 or more months, we may treat your account as "inactive" and permanently delete the account and all the data associated with it.

2.4 Changes

We may change any of the Terms by posting revised Terms of Use on our Website and/or by sending an email to the last email address you gave us. Unless you terminate your account within ten (10) days, the new Terms will be effective immediately and apply to any continued or new use of Cloudensure. We may change the Website, the Service, or any features of the Service at any time.

2.5 Account and Password

You're responsible for keeping your account name and password confidential. You're also responsible for any account that you have access to, whether or not you authorized the use. You'll immediately notify us of any unauthorized use of your accounts. We're not responsible for any losses due to stolen or hacked passwords. We don't have access to your current password, and for security reasons, we may only reset your password.

2.6 Account Disputes

We don't know the inner workings of your organization or the nature of your personal relationships, and we don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours, and you'll resolve any account-related disputes

directly with the other party. We decide who owns an account based on the content of the emails in that account, and if multiple people or entities are identified in the content, then we'll rely on the contact information listed for that account.

3 PAYMENT

3.1 Monthly Plans

Our charges for monthly plans are [posted](#) on our Website and may be changed from time to time. If any part of a month is included in the Term, then payment is due for the full month. Payments are due for any month on the same or closest date to the day you made your first monthly payment (the "Pay Date"). If you go over your sending limit and reach another pricing level, then you'll have to pay at the higher level on or before the next pay date. If the Term ends before that payment is due, you'll still be required to make one payment at the higher level.

3.2 Refunds

We'll give you a refund for a prepaid month if we stop providing our Services to you for a reason that's not laid out in these Terms. You won't be entitled to a refund from us under any other circumstances. We may offer a refund if a Member applies for one based on the requirements posted on the Website.

3.3 Charges for Add-Ons

Some features are offered as add-ons to your Cloudensure account. If you add on a feature that has a charge, then you'll be billed that additional amount with each billing cycle for as long as the add-on is active. Some add-ons, like email validation, are intended for particular use cases and may have additional terms or restrictions ("Additional Terms.") If you use an add-on in a way that violates these Terms or the Additional Terms, then we may terminate your account.

3.4 Billing Changes

We may change our fees at any time by posting a new pricing structure to our Website and/or sending you a notification by email.

4 RIGHTS

4.1 Proprietary Rights Owned by Us

You will respect our proprietary rights in the Website and the software used to provide Cloudensure (proprietary rights include patents, trademarks, service marks, trade secrets, and copyrights).

4.2 Proprietary Rights Owned by You

You represent and warrant that you either own or have permission to use all of the material in your Emails. You retain ownership of the materials that you upload to the Service. We may use or disclose your materials only as described in these Terms and our Privacy Policy.

4.3 Privacy Policy

We may use and disclose your information according to our Privacy Policy. Our Privacy Policy will be treated as part of these Terms.

4.4 Right to Review Email Campaigns

We may view, copy, and internally distribute content from your Emails and account to create algorithms and programs (“Tools”) that help us spot problem accounts. We use these Tools to find Members who violate these Terms or laws.

5 RULES AND ABUSE

5.1 General Rules

You promise to follow these rules:

1. You won't send Spam! By “spam,” we mean the definition on the [Spamhaus website](#).
2. You won't use purchased, rented, or third-party lists of email addresses
3. You will abide by all marketing standards of sending out email campaigns (including Unsubscribe link in each of your emails, not violating users' privacy etc.)
4. You won't violate our Acceptable Use Policy, which is part of this Agreement.

If you violate any of these rules, then we may suspend or terminate your account.

5.2 Reporting Abuse

If you think anyone is violating any of these Terms, please notify us immediately. If you received spam you think came from a Cloudensure

user, please report it to our team. If you think anyone has posted material that violates any copyrights, then you can notify us.

5.3 Bandwidth Abuse/Throttling

You may only use our bandwidth for your Cloudensure emails. We provide image and data hosting only for your email campaigns, so you may not host images on our servers for anything else (like a website). We may throttle your sending or connection through our API at our discretion.

5.4 Compliance with Laws

You represent and warrant that your use of Cloudensure will comply with all applicable laws and regulations. You're responsible for determining whether our Services are suitable for you to use in light of any regulations. If you're subject to regulations and you use our Service, then we won't be liable if our Service doesn't meet those requirements. You may not use our Service for any unlawful or discriminatory activities, including acts prohibited by the [Federal Trade Commission Act](#), [Fair Credit Reporting Act](#), [Equal Credit Opportunity Act](#), or other laws that apply to commerce.

6 LIABILITY

6.1 Limitation of Liability

To the maximum extent permitted by law, you assume full responsibility for any loss that results from your use of the Tool and the Services, including any downloads from the Tool. We and our Team won't be liable for any indirect, punitive, special, or consequential damages under any circumstances, even if they're based on negligence or we've been advised of the possibility of those damages. Our total liability for all claims made about the Service in any month will be no more than what you paid us for the Service the month before.

6.2 No Warranties

To the maximum extent permitted by law, we provide the material on the Website and the Service as is. That means we don't provide warranties of any kind, either express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. Since people use Cloudensure for a variety of reasons, we can't guarantee that it will meet your specific needs.

6.3 Indemnity

You agree to indemnify and hold us and our Team harmless from any losses, including attorney fees that result from any claims you make that

aren't allowed under these Terms due to a "Limitation of Liability" or other provision. (Indemnity is an agreement to compensate someone for a loss.) You also agree to indemnify and hold us harmless from any losses, including attorney fees, that result from third-party claims that you or someone using your password did something that, if true, would violate any of these Terms.

6.4 Attorney Fees

If we file an action against you claiming you breached these Terms and we prevail, we're entitled to recover reasonable attorney fees and any damages or other relief we may be awarded.

6.5 Equitable Relief

If you violate these Terms then we may seek injunctive relief (meaning we may request a court order to stop you) or other equitable relief.

6.6 Subpoena Fees

If we have to provide information in response to a subpoena related to your account, then we may charge you for our costs. These fees may include attorney and employee time spent retrieving the records, preparing documents, and participating in a deposition.

6.7 Disclaimers

We and our Team aren't responsible for the behaviour of any advertisers, linked websites, or other Members.

7 FINE PRINT

7.1 Assignments

You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

7.2 Force Majeure

We won't be held liable for any delays or failure in performance of any part of the Service, from any cause beyond our control. This includes, but is not limited to, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, zombie apocalypse, floods, strikes, power blackouts, volcanic action, unusually

severe weather conditions, and acts of hackers or third-party internet service providers.

7.3 Survivability

Even if this Agreement is terminated, the following sections will continue to apply: Proprietary Rights Owned by Us, Proprietary Rights Owned by You, Compliance with Laws, Limitation of Liability, No Warranties, Indemnity, Choice of Law, Severability, and Entire Agreement.

7.4 Severability

If it turns out that a section of this Agreement isn't enforceable, then that section will be removed or edited as little as necessary, and the rest of the Terms will still be valid.

7.5 Interpretation

The headers and sidebar text are provided only to make this agreement easier to read and understand. The fact that we wrote these Terms won't affect the way this Agreement is interpreted.

7.6 Amendments and Waiver

Amendments or changes to these Terms won't be effective until we post revised Terms on the Website. If we don't immediately take action on a violation of these Terms, we're not giving up any rights under the Terms, and we may still take action at some point.

7.7 No Changes in Terms at Request of Member

Because we have so many Members, we can't change these Terms for any one Member or group.

7.8 Further Actions

You'll provide all documents and take any actions necessary to meet your obligations under these Terms.

7.9 Notification of Security Breach

In the event of a security breach that may affect you or anyone on your Email distribution lists (each a "List"), we'll notify you of the breach and provide a description of what happened. If we determine, and notify you,

that you need to forward all or part of that information to anyone on your Lists, you'll promptly do so.

7.10 Notices

Any notice to you will be effective when we send it to the last email or physical address you gave us or posted on our Website. Any notice to us will be effective when delivered to us along with a copy to our legal counsel: Attn. Legal Department, Cloudensure, 1034/A Sree Sree Sree Sai Arcade 13th Cross 24th Main Road HSR Layout Bangalore Karnataka, or any addresses as we may later post on the Website.

7.11 Entire Agreement

These Terms, our Privacy Policy, Acceptable Use Policy, API Guidelines (all of which are incorporated into these Terms by reference), and any additional terms you've agreed to by turning on specific features ("Additional Terms") make up the entire agreement and supersede all prior agreements, representations, and understandings. Any Additional Terms will be considered incorporated into these Terms when you activate the feature.

Where there's a conflict between these Terms and the Additional Terms, the Additional Terms will control.

Congratulations! You've reached the end. Thanks for taking the time to learn about Cloudensure's policies.