

Terms and Conditions

In using this website you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your", "Subscriber" refers to you, the person accessing this website and accepting the Smart Software Testing Solutions Inc's terms and conditions. "Smart Software Testing Solutions Inc. US.", "pcloudy.com", "pcloudy", "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing United States Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. In case(s) of specific offence(s) for unauthorised actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible

Confidentiality

Client records are regarded as confidential and therefore will not be divulged to any third party, other than if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the provision that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties. We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

Appropriate use of Devices and Services

You understand that you are responsible for your own conduct and any content that you create, transmit or display while using pcloudy.com services and for any consequences thereof. You shall not:

- Use any device or service for any purpose that we (acting reasonably) believe is abusive, nuisance, illegal or fraudulent
- Intentionally do anything that causes the device(s) or service(s) to be impaired or damaged
- Call any emergency service(s), our services are intended for testing purpose and are not suitable for making calls to emergency service(s)
- Client or client associates should not share logins and/or passwords under any circumstance each and every user needs to have a separate account with us
- We never ask for password details through any means of communication, client or client associates should never share their password with anyone under any circumstance.

Disclaimer

Exclusions and Limitations

The information on this web site is provided on an “as is” basis. To the fullest extent permitted by law, this Company: excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company’s literature; and excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages. The above exclusions and limitations apply only to the extent permitted by United States law. None of your statutory rights as a consumer are affected.

Payment and Fees

Fees

The subscriber agrees to make advance payment for all fees specified upon registration. All the payments made online are recurring and auto-renewed based on term (Monthly/Yearly) selected by subscriber. Subscriber can cancel the plan anytime from Wallet page after login. The fees paid shall be non-refundable and payment obligations shall be non-cancelable before end of term for any reason. The subscriber’s purchase of the services provided by the Service Provider shall not be contingent to any future functionality or features of the services.

Payment Mode

The subscriber agrees to make advance payment of fees for all purchased services or renewal charges by way of credit card or purchase order or any other authority acceptable to the Service Provider. In case of payment through credit card, the subscriber shall provide updated credit card information with authorization to the Service Provider to charge such credit card with the fees due on initial subscription

and/ or renewal. Such charges shall be made either monthly or annually or in accordance with any different billing frequency agreed upon.

Invoice for payment mode other than credit card

In case subscriber specifies that payment mode other than a credit card, Service Provider will invoice Subscriber in advance. Invoiced charges shall be payable in advance or immediately upon receipt of invoice. It shall be the responsibility of the Subscriber to provide complete and accurate billing and contact information to Service Provider and for notifying Service Provider of any changes to such information.

Overdue Charges

Overdue charges/ fees may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower on the discretion of the Service Provider. Service Provider shall have right to condition future subscription renewals on payment terms shorter than those specified in Section Mode of Payment.

Suspension of Service

Service Provider, on its sole discretion, may suspend its services in case any amount owed by Subscriber under this or any other agreement for the services provided by the Service Provider is 30 or more days overdue (or 10 or more days overdue if amount is chargeable through credit card) until such amount is paid in full. Such suspension of services shall not limit the rights and remedies available to Service Provider in case subscriber fails to pay its due to the Service Provider within reasonable time.

Taxes

Fees as specified above, do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, GST, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with the purchases hereunder whether leviable on the Subscriber or Service Provider. If Service Provider has the legal obligation to pay or collect Taxes for which the Subscriber is responsible under this Section, Service Provider will invoice Subscriber and Subscriber will pay that amount unless Subscriber provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Service Provider is solely responsible for taxes assessable against the Service Provider based on its income, property and employees.

Termination of Agreements and Refunds Policy

Both the Client and ourselves have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Any fee that have been paid to us which constitute payment in respect of the provision of unused Services, shall be refunded.

Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website. This Company's logo is a registered trademark of this Company in the US and other countries. The brand names and specific services of this Company featured on this web site are trade marked.

Communication

We have several different e-mail addresses for different queries. These, & other contact information, can be found on our Contact Us link on our website or via Company literature or via the Company's stated telephone or mobile telephone numbers. This company is registered as Private Limited Company in US.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

Logo Usage

During the term of this Agreement and for a reasonable period thereafter, We may use Customer's name and logo on our website and in marketing materials as part of a general list of customers.

General

The laws of US govern these terms and conditions. By accessing this website [and using our services/buying our products] you consent to these terms and conditions and to the exclusive jurisdiction of the United States courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the

remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis these terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.